

Bylaws
The Oxbow Estates Property Owners Association
A Texas Nonprofit Corporation

Article I - Name

The name of the association is Oxbow Estates Property Association hereafter referred to as The Association. It is a nonprofit organization as chartered and further described in the Certificate of Formation filed as Document Number 242858010002 with the Secretary of State of Texas on January 14, 2009.

Article II - Purpose

The purpose of the Association is:

- A. To represent the common interests of the property owners in the maintenance of Oxbow Trail, the primary road of Oxbow Estates, a subdivision in Burnet County, Texas hereinafter referred to as The Subdivision;
- B. To represent the common interest of property owners in determination of continuance of maintenance of the road or the assumption of maintenance by the county of Burnet, Texas;
- B. To represent the common interests of the property owners in the safety and security of the Subdivision;
- C. To represent the property owners in any other matters of common interest among the members of The Association when and as defined by the members and amended to these bylaws.

The order of precedence of the Association's governing documents is: Plat & Map deed restriction; Restrictive Covenants deed restriction; Articles of Incorporation/Certificate of Formation; and Bylaws.

Article III- Members

Section1. Members.

Members are the lot owners as defined in the Restrictive Covenants. These are Owners of property in The Subdivision and those owners of property fronting on Oxbow Trail annexed by The Subdivision.

Section 2. Dues and Assessments.

Dues and assessments shall be collected by the POA by lot for the purposes stated in Article II as determined by the Board of Directors and set annually. Initial dues are set at \$600 and are capped to increase no more than 5% per year unless otherwise voted on by the membership. Special assessments shall be set by the Board of Directors for other purposes as determined by actions approved by vote of members in attendance at an annual or special meeting of the full membership, as set forth in Article VI, Sections 4 and 5. The Association fiscal year shall be January 1st through December 31st.

Section 3. Delinquency of Dues.

Dues, assessments or fees shall be delinquent 90 days after they are due. The board may create a separate collection policy, and if so, shall provide it to the members at least 30 days prior to the beginning of the fiscal year in which it shall take effect.

Section 4. Voting.

Members shall be entitled to one vote per lot at meetings. Voting can be by mail-in, e-mail or other electronic method as defined by current business practices. Voting quorums and majorities are defined in separate applicable paragraphs that follow.

Article IV – Officers**Section 1. Composition.**

The elected officers of The Association shall be a president, a vice-president, a secretary and a treasurer. Up to two additional officers may be appointed by the board of directors to assist the elected officers in their duties. If there are appointed officers, they shall be known as assistant secretaries for (purpose). Officers are ex-officio, members of the board of directors.

Section 2. Duties.

The officers shall perform the duties prescribed in this section and such others as allowed by The Articles of Incorporation, the Bylaws of The Association or the parliamentary authority adopted by The Association. They shall be granted reimbursement for any expenses as approved by the board of directors for expenses incurred in the performance of their duties.

Section 2.1. President. The president shall be the chief executive officer of The Association, and shall serve as chairman of the board of directors; have general supervision of the affairs of The Association; have power to appoint special committees subject to the approval of the board of directors; be responsible for maintaining good public relations with the community being the official spokesperson of The Association; and be ex-officio a member of committees.

Section 2.2. Vice President. The vice-president shall assume the duties of president in the absence of the president, and shall assist the president in his/her efforts for the good of the organization.

Section 2.3. Secretary. The secretary shall record and maintain minutes of The Association, assist the President with correspondence and maintain the non-financial files of The Association. The secretary shall be responsible for sending notices of meetings and other notifications as directed by the board of directors. The secretary shall have custody of the corporate seal if there shall be one.

Section 2.4. Treasurer. The treasurer shall have charge of the collection of dues and assessments, and for receipt and deposit of income into accounts at such banks and financial institutions as directed by the board of directors. The treasurer shall make payments and withdrawals for obligations of The Association in accordance with the corporate resolutions established with The Association's banks and institutions. The treasurer shall keep records of monies received and expended and shall make financial reports at meetings. At the end of the fiscal year the treasurer shall file required tax and corporate reports with state and federal agencies as required by governing corporate laws.

Section 3. Term of Office.

The officers of The Association shall be elected by a vote of the membership for a term of three years and can serve for no more than three consecutive terms. Members can be elected to another position consecutively after serving their terms in their previously elected or appointed position. Members, who have served full consecutive terms as prescribed above, also can be re-elected to their same previously held position after one full term of that position has passed. A term is considered to start effective upon adjournment of the meeting at which the vote was held and complete one year after.

Section 4. Vacancies.

Vacancies among the officers shall be filled by appointment by the board of directors for the remainder of the term vacated.

Article V – Board of Directors

Section 1. Composition.

The board of directors shall consist of the elected and appointed officers and three at large directors elected by the membership.

Section 2. Duties

The board of directors shall conduct the management and administration of The Association in all respects and for all purposes. The board of directors shall have the power to conduct the business of The Association except that which is retained by the membership as provided by these bylaws. Meetings of the board of directors shall be as provided in Article VI, Section 3.

Section 3. Officers of the Board.

The officers of the board are as provided in Article IV, Section 2.

Section 4. Terms of Office.

Section 4.1. Officers. The terms of office of the officers of the board are as provided in Article IV, Section 3.

Section 4.2. At Large Directors. The at large directors of The Association shall be elected by a vote of the membership for a term of three years and can serve for no more than three consecutive terms. Initially, there shall be one at large director serving one year, a second director serving two years, and a third director serving three years. Thereafter, only one director shall be elected at the succeeding annual meeting for a full term of three years. Members, who have served full consecutive terms as prescribed above, also can be re-elected to their same previously held position after one full term of that position has passed. A term is considered to start effective upon adjournment of the meeting at which the vote was held and complete one year after.

Section 5. Vacancies.

Vacancies among the at large directors shall be filled by appointment by the board of directors for the remainder of the term vacated.

Article VI – Meetings

Section 1. Association Regular Meetings.

Section 1.1. Frequency of Occurrence. There shall be one general membership meeting per year. This meeting shall be known as the annual meeting for the purpose of electing officers and directors, receiving reports from officers, board of directors and committees and for any other business which shall properly come before the meeting. The meeting shall be scheduled to occur in the last quarter of The Association's fiscal year and upon any day decided upon by the president with approval from the board of directors.

Section 1.2 Agenda. Subject to approval of the board, the president shall prepare the annual meeting agenda. Any member may request an item to be added to the agenda by submitting the item in writing to the board at least two weeks prior to the meeting. Members also may request additions to the agenda through motions at the meeting.

Section 1.3. Notification. Notice of the annual meeting accompanied by the detailed agenda shall be sent to members at least 30 days prior to the date of the meeting.

Section 2. Association Special Meetings.

Section 2.1. Occurrence. Special meetings of the members of The Association shall be called by the president or by majority vote of the board as deemed necessary to address matters of The Association. Special meetings also shall be called by the board upon written request of one fourth or more of the members or upon an approved motion at the Annual or other convened member special meeting.

Section 2.2. Agenda. Subject to approval of the board, the president shall prepare the special meeting agenda. Members may request additions to the agenda through motions at the meeting.

Section 2.3. Notification. Notice of the special meeting accompanied by the detailed agenda shall be sent to members at least two weeks prior to the date of the meeting.

Section 3. Board of Directors Meetings.

Board of directors meetings shall be held at least once per year at a time and place determined by the president. The president also shall call special meetings of the directors as required to determine specific courses of action in the disposition of matters approved by the general membership or as to be presented to the general membership.

Section 4. Quorum.

A quorum for association meetings shall be a simple majority of the members, except for meetings called for addressing amendments and actions committing financial liabilities, wherein the full membership shall be required. Such financial/amendment meetings can take place as virtual through electronic or certified mailing methods as though all members were present.

Section 5. Voting.

Motions for actions requiring financial commitments and liabilities as stated in Article VI Section 4 and Article III, Section 2, and including bylaws amendments shall require a two-thirds vote of the members. Members abstaining from voting shall be counted in the quorum. Voting shall be through casting a vote at a meeting or by mail-in or electronic ballot. All other measures shall require a simple majority of the quorum.

Article VII – Committees

Section 1. Formation.

The president, board of directors or assembly of membership may appoint standing or special committees as deemed necessary.

Section 2. Membership.

The chair shall be appointed at the time of formation of the committee. Membership may be modified by the chair upon notification to and approval by the president.

Section 3. Responsibilities.

Committees will address the purpose for which they are formed, record actions and minutes and report results to the board and/or the assembled membership as determined at the time of their appointment. A copy of critical notes, the minutes and reports shall be provided to The Association secretary for permanent filing.

Article VIII – Parliamentary Authority

The rules contained in the current edition of *Roberts Rules of Order Newly Revised* shall govern The Association in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules The Association may adopt.

Article IX – Amendments

Section 1. Amendment Forums.

These bylaws may be amended at any annual, special or virtual meeting that utilizes mail-in or electronic ballot as though there was a meeting.

Section 2. Notification and Review.

Proposed amendments to these bylaws shall be provided to members at least 60 days prior to the identified meeting intended to discuss and vote on the proposed measures. Members shall submit their proposed revisions or comments to the board within 30 days after receipt and prior to the identified meeting date. The board shall disposition the comments and shall communicate their evaluations to the membership no later than two weeks before the identified meeting date. Proposed revisions will be discussed and voted upon as amendments.

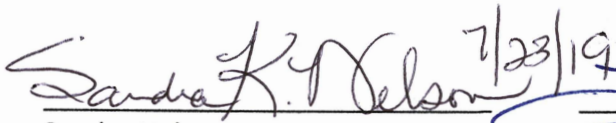
Section 3. Voting.

Voting shall be as provided in Article VI, Section 5.

Section 4. Effectivity.

Unless otherwise provided prior to adoption or in the motion to adopt, an amendment shall become effective upon adjournment of the meeting at which it is adopted.

Approved By:

 7/23/19	 7/23/19
Sandra Nelson	Scott Ross
President	Vice President
Oxbow Estates POA	Oxbow Estates POA
512-755-4102	512-755-0518

 7/23/19
James Eyman
Secretary & Treasurer
Oxbow Estates POA
830-613-5238

Excerpt from:

BURNET COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS

ARTICLE 1. INTRODUCTION

8. Acceptance by Commissioners Court of Subdivision Streets built prior to April 24, 2000 for County Maintenance and Public Subdivision streets subsequent to the date of this Order.

- A. Main arterial roads within any subdivision established prior to April 24, 2000 must have been dedicated to the public.
- B. All subdivisions affected under this section must reach fifty (50%) percent or greater occupancy and/or a constant daily minimum traffic count consistent with public safety as determined by the Precinct Commissioner.
- C. Property owners, within the subdivision, or subdividers, affected by this section, shall donate all material costs needed to improve roads to meet county specifications as a method of acceptance of subdivision roads. County will provide labor and equipment.
- D. Only the main arterial roads with a minimum 50 foot right-of-way (or an adequate right-of-way as deemed adequate by the Commissioners Court) in a subdivision will be considered for maintenance acceptance.
- E. Request for acceptance as county roads, must be by written petition signed by a majority of the property owners and/or the authorized representative of the subdivision association and/or the governmental trustees or entity.
- F. It shall be unlawful for Commissioners to maintain the streets and roads in any subdivision, and Burnet County will not accept or maintain said street and roads in any subdivision, unless and until such streets and roads have been constructed as specified in these regulations or regulations in effect at the time subdivision was established and the required utilities and drainage facilities have been installed, and such improvements have been accepted by order in writing by the Burnet County Commissioners Court in open session.

STATE OF TEXAS:
COUNTY OF BURNET: KNOW ALL MEN BY THESE PRESENTS: THAT WE,
BEING THE OWNERS OF THE LANDS SHOWN HEREON AS "OXBOW ESTATES",
DO HEREBY IN ALL THINGS ACCEPT AND ADOPT THE MAP AND PLAT
HEREIN, AS THE OFFICIAL MAP AND PLAT OF SAID SUBDIVISION
OF 215.83 ACRES OF LAND OUT OF THE ARTHUR LUCKEY SURVEY NO.
23, ABSTRACT NO. 530 IN BURNET COUNTY, TEXAS AND FURTHER
BEING THE NORTHERLY PORTION OF THAT CERTAIN 342.49 ACRE TRACT
CONVEYED FROM JOHNNIE KAY BARNETT PERIL, ET VIR TO HARVEY
SMITH AND CHARLES CRAIG PIERCE BY DEED AS RECORDED IN VOL.
629 AT PAGE 672 OF THE REAL PROPERTY RECORDS OF BURNET COUNTY,
TEXAS, AND DO HEREBY DEDICATE THE ROADS AND EASEMENTS SHOWN
HEREON TO THE USE OF THE PUBLIC FOREVER;
WITNESS MY HAND THIS THE 13 DAY OF FEBRUARY, 1995.

Harvey Smith
HARVEY SMITH

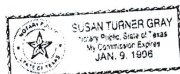
Charles Craig Pierce
CHARLES CRAIG PIERCE

STATE OF TEXAS:
COUNTY OF BURNET: BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC
IN AND FOR SAID STATE AND COUNTY, ON THIS DAY PERSONALLY
APPEARED HARVEY SMITH AND CHARLES CRAIG PIERCE, WHOSE NAMES
ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED
TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND
CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN
STATED.

GIVEN UNDER MY HAND AND SEAL THIS THE 13 DAY OF FEBRUARY, 1995

Susan Turner Gray
NOTARY PUBLIC, BURNET COUNTY, TEXAS

WITNESS MY HAND THIS THE 13 DAY OF February, 1995.



STATE OF TEXAS:
COUNTY OF BURNET: I, MARTIN MCLEAN, COUNTY JUDGE OF BURNET COUNTY,
TEXAS, DO HEREBY CERTIFY THAT THE ATTACHED MAP AND PLAT AND ACCOMPANYING
FIELD NOTES AND ABOVE CERTIFICATE OF DEDICATION OF "OXBOW
ESTATES" HAVING BEEN DULY PRESENTED TO COMMISSIONERS' COURT OF
BURNET COUNTY, TEXAS, AND BY SAID COURT DULY CONSIDERED, WERE ON
THIS DAY APPROVED, AND SAID MAP AND PLAT AND FIELD NOTES ACCOMPANYING
SAME AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER
RECORDS IN THE OFFICE OF THE COUNTY CLERK, OF BURNET COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF SAID COURT ON THIS THE 13 DAY OF
FEB, 1995.

Martin McLean
MARTIN MCLEAN, COUNTY
JUDGE OF BURNET COUNTY,
TEXAS

ATTEST:

Janet Parker
JANET PARKER, COUNTY
CLERK OF BURNET COUNTY,
TEXAS
By Deputy: *Marsha Williams*



FILED FOR RECORD ON THE 13 DAY OF February, 1995,
AT 9:48 O'CLOCK A. M. RECORDED IN PLAT CABINET 2, SLIDE
58C-D, PLAT RECORDS OF BURNET COUNTY, TEXAS, ON THE 13 DAY
OF February, 1995. AT 9:48 O'CLOCK A. M.

Janet Parker
JANET PARKER, COUNTY
CLERK OF BURNET COUNTY, TEXAS.
By Deputy: *Marsha Williams*

FIELD NOTES
OF 215.83 ACRES OF LAND
"OXBOW ESTATES"

BEING 215.83 acres of land out of the Arthur Luckey Survey No.
23, Abstract No. 530 in Burnet County, Texas and being the
northerly portion of that certain 342.49 acre tract conveyed
from Johnnie Kay Barnett Peril, et vir to Harvey Smith and
Charles Craig Pierce by Deed as recorded in Vol. 629 at Page
672 of the REAL PROPERTY RECORDS of Burnet County, Texas, and
being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin found at the Northeast corner of said
342.49 acre tract and at a reentrant corner of that certain
375.94 acre, EAST TRACT, described in Partition Deed to Nona
Barnett Fox as recorded in Vol. 412 at Page 581 of the REAL
PROPERTY RECORDS of Burnet County, Texas, for the Northeast
corner hereof;

THENCE S 17° 37' 23" W with the fenced common boundary of said
342.49 acre tract and said 375.94 acre tract, 4460.68 ft. to an
iron pin set, for the Southeast corner hereof, whence the
Southeast corner of said 342.49 acre tract bears S 17° 37' 23" W
1979.07 ft.;

THENCE with the southerly line hereof in four (4) courses and
distances as follows:

- 1) N 52° 19' 58" W 1103.72 ft. to an iron pin set in the
perimeter of a 60 foot radius culdesac;
- 2) thence with said culdesac along a curve to the left of
radius 60.00 ft., central angle 152° 36' 50" and long
chord bearing N 63° 21' 07" W 116.59 ft., an iron pin
set;
- 3) S 74° 32' 21" W 186.72 ft., an iron pin set; and
- 4) N 59° 50' 33" W 1233.48 ft. to an iron pin set in the
fenced westerly line of said 342.94 acre tract and the
easterly line of that certain 11.52 acre tract described in
Deed to Southern Pacific Railroad Co. as recorded in
Vol. 145 at Page 270 of the DEED RECORDS of Burnet County,
Texas, for the Southwest corner hereof;

THENCE with said fenced common boundary in seven (7) courses
and distances as follows:

- 1) N 29° 31' 25" E 697.61 ft., a 60d nail found at a 14 inch
Post Oak;
- 2) N 31° 37' 15" E 252.97 ft., a 60d nail found at a 14 inch
Post Oak;
- 3) N 29° 13' 06" E 1455.40 ft., a 60d nail found;
- 4) N 30° 09' 24" E 517.52 ft., a 60d nail found at a 12 inch
Post Oak;
- 5) N 29° 31' 25" E 985.00 ft., a 60d nail found;
- 6) N 29° 23' 40" E at 135.00 ft., pass the Southwest corner
of that certain 3.18 acre, 75 foot wide easement of record
in Vol. 412 at Page 581 of the REAL PROPERTY RECORDS of
Burnet County, Texas, at 419.27 ft., pass the Northwest
corner of said easement and at 450.45 ft., in all a 60d
nail found at a mesquite stump; and
- 7) N 29° 58' 29" E 81.28 ft., a 60d nail found at a fence
corner post in the southeasterly line of the Old
Fredericksburg-Burnet Road (Burnet Co. Rd. No. 120) at
a westerly corner of said 342.29 acre tract and hereof;

THENCE N 61° 27' 08" E along said road, 338.99 ft., to an iron
pin found at a fence corner post and North corner of said 342.49
acre tract and hereof, and a northerly Southwest corner of said
375.94 acre, Fox tract, whence a 1 inch iron pipe found at the
North corner of said Fox tract bears N 61° 27' 08" E 69.91 ft.;

THENCE S 45° 25' 09" E with the fenced common boundary of said
324.94 acre tract at 488.44 ft., intersect the northerly line
of said 75 foot wide access easement and continuing a total
distance of 1520.68 ft. to the Place of BEGINNING hereof and
containing 215.83 acres of land.

STATE OF TEXAS:
COUNTY OF BURNET: I, WALLACE DALE BERGMAN, REGISTERED
PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, OF BURNET
COUNTY, TEXAS DO HEREBY CERTIFY THAT IN FEBRUARY 1995, A FULL
AND COMPLETE SURVEY WAS MADE ON THE GROUND OF "OXBOW ESTATES"
AS DESCRIBED ABOVE AND THAT THE MAP AND PLAT HEREON CONTAINS
A TRUE AND CORRECT DELINEATION AND REPRESENTATION OF SUCH SURVEY,
AS I LOCATED SAID SUBDIVISION AND ITS COMPONENT TRACTS UPON
THE GROUND.

WITNESS MY HAND AND SEAL THIS THE 13 DAY OF FEBRUARY, 1995.

Wallace Dale Bergman
WALLACE DALE BERGMAN
REG. PROF. LAND SURVEYOR
REG. NO. 3103



- NOTES:
1. Total acreage: 215.83 acres
 2. Number of Lots: 14
 3. Total length of new roads: 4980 ft.
 4. Total acreage in roads: 5.83 acres
 5. Unless otherwise indicated on accompanying map or plat an
easement ten (10) feet in width on each side of each side
lot line and ten (10) feet in width on each front and rear
lot line is hereby reserved for the construction of utilities.
 6. Roadways and utility easements shown or stated hereon, unless
specifically exempted are designated as public.
 7. Existing drainage at all culverts crossing Oxbow Trail shall
be maintained and not altered by property owners or
others.
 8. Each lot will be served by an individual on site wastewater
system.
 9. Each lot will be supplied water by individual wells.
 10. Each dwelling constructed or placed in this subdivision shall
be connected to a sewage and wastewater disposal facility
meeting the specifications and requirements of the State
Health Department, as specified by a permit obtained from
the Burnet County Department of Sanitation.
 11. Pertaining to garbage and waste disposal in this subdivision.
Each property owner shall strictly adhere to the requirements
as set out by the State Health Department, and shall conform
to same by removing and dumping on approved grounds or through
special services set up by the developers or property owners
for this purpose.
 12. This plat was prepared in conformance with Burnet County
Subdivision Regulations dated December 8, 1986 and amended
February 4, 1988.
 13. To comply with the requirement of the Burnet County
subdivision regulations Page 15A, Section 3, whereby the
lots are served by a private water well and an onsite sewage
system, the following regulations will apply:
At such time a private well is drilled on any lot, a 150'
radius sanitary easement will be established. Under no
circumstance will a well be allowed to be drilled closer
than 150' to an existing sewage system or adjacent lot line,
and under no circumstance will a sewage system be
constructed closer than 150' to an existing well.
 14. In approval of this plat by the Commissioners' Court of
Burnet County, Texas, it is understood that building and
maintenance of all streets, roads and other public thorough-
fares delineated and shown on this plat and all bridges and
culverts necessary to be constructed or placed in such
streets, roads and other thoroughfares or in connection
therewith shall be the responsibility of the property owners
or developers of the tract of land covered by this plat
according to the plans and specifications prescribed by the
Commissioners' Court of Burnet County, Texas, the County
of Burnet will not consider acceptance of the streets and
roads in a public subdivision for maintenance, until said
subdivision has reached 50 percent or greater occupancy.

955

STATE OF TEXAS:
COUNTY OF BURNET: KNOW ALL MEN BY THESE PRESENTS: I, WALLACE
DALE BERGMAN, REGISTERED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY
THAT THIS SUBDIVISION IS NOT ENCROACHED BY A ZONE A OR ZONE
AE FLOOD AREA AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT
ADMINISTRATION FLOOD INSURANCE RATE MAP, NUMBER 48053C0285 C,
EFFECTIVE DATE NOV. 16, 1990.
WITNESS MY HAND AND SEAL THIS THE 13 DAY OF FEBRUARY, 1995

Wallace Dale Bergman
WALLACE DALE BERGMAN
REG. PROF. ENGINEER
REG. NO. 34068



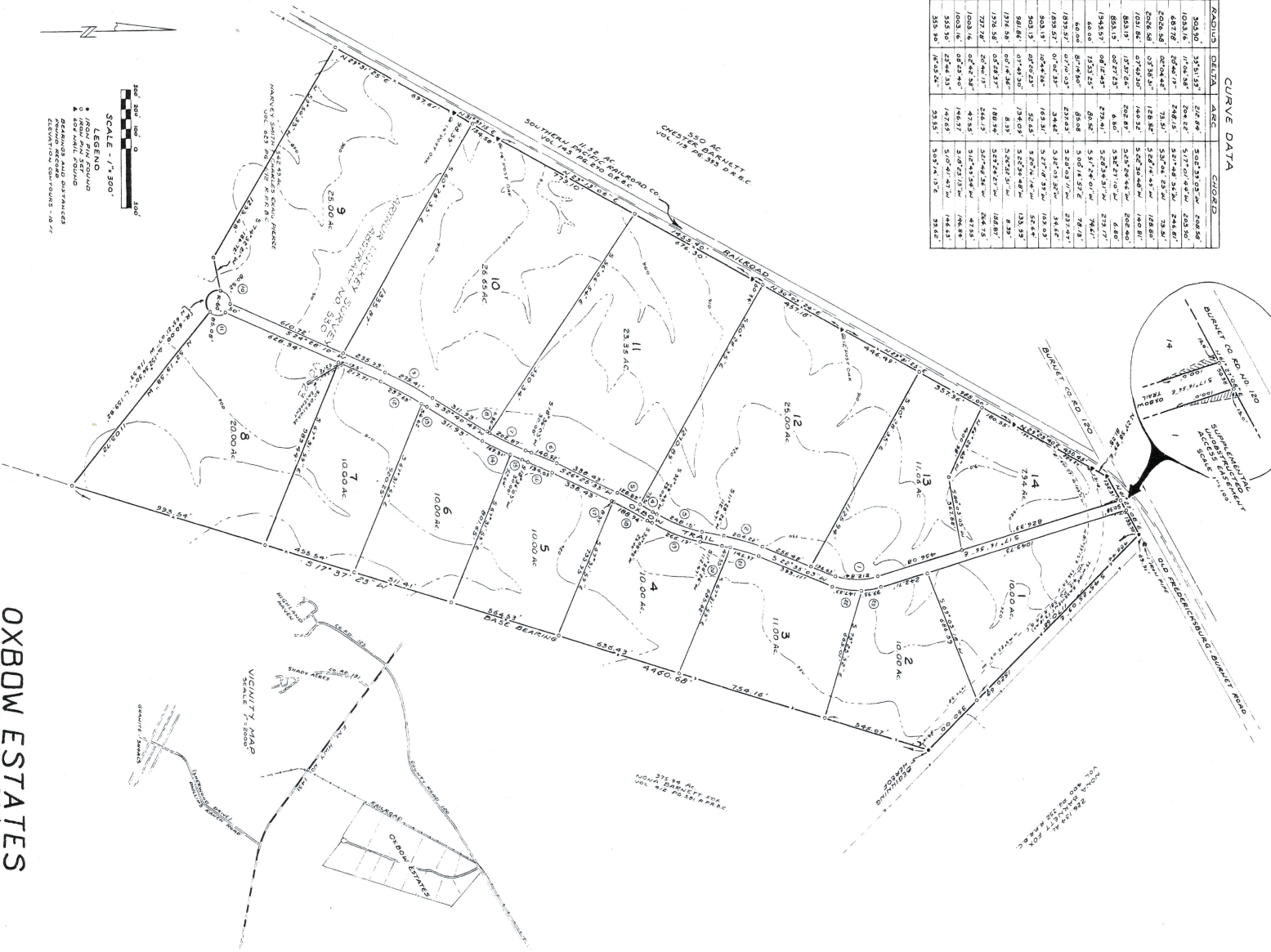
BERGMAN ENGINEERING
702 BROADWAY PH. (210) 693-2231
MARBLE FALLS, TX 76654

OXBOW ESTATES (PUBLIC SUBDIVISION)

215.83 ACRES OF LAND OUT OF THE
ARTHUR LUCKEY SURVEY NO. 23 ABST.
NO. 530 IN BURNET COUNTY, TEXAS

CURVE DATA

NO	RADIUS	DELTA	ARC	COORD
1	300.00	173°15'	212.48'	50°23'43"W 200.00'
2	1000.00	11°54'30"	204.62'	51°27'40"W 200.00'
3	400.00	20°44'30"	204.62'	51°27'40"W 200.00'
4	200.00	07°46'30"	73.51'	53°27'40"W 200.00'
5	200.00	07°46'30"	73.51'	53°27'40"W 200.00'
6	100.00	07°46'30"	73.51'	53°27'40"W 200.00'
7	100.00	07°46'30"	73.51'	53°27'40"W 200.00'
8	100.00	07°46'30"	73.51'	53°27'40"W 200.00'
9	100.00	07°46'30"	73.51'	53°27'40"W 200.00'
10	100.00	07°46'30"	73.51'	53°27'40"W 200.00'
11	100.00	07°46'30"	73.51'	53°27'40"W 200.00'
12	100.00	07°46'30"	73.51'	53°27'40"W 200.00'
13	100.00	07°46'30"	73.51'	53°27'40"W 200.00'
14	100.00	07°46'30"	73.51'	53°27'40"W 200.00'
15	100.00	07°46'30"	73.51'	53°27'40"W 200.00'
16	100.00	07°46'30"	73.51'	53°27'40"W 200.00'
17	100.00	07°46'30"	73.51'	53°27'40"W 200.00'
18	100.00	07°46'30"	73.51'	53°27'40"W 200.00'
19	100.00	07°46'30"	73.51'	53°27'40"W 200.00'
20	100.00	07°46'30"	73.51'	53°27'40"W 200.00'
21	100.00	07°46'30"	73.51'	53°27'40"W 200.00'
22	100.00	07°46'30"	73.51'	53°27'40"W 200.00'
23	100.00	07°46'30"	73.51'	53°27'40"W 200.00'



OXBOW ESTATES
(PUBLIC SUBDIVISION)
215.83 ACRES OF LAND OUT OF THE
ARTHUR LUCKEY SURVEY NO. 23 ABST
NO. 530 IN BURNET COUNTY, TEXAS



REQUEST FOR ANNEXATION INTO THE
OXBOW ESTATES RESTRICTIONS AND PROPERTY OWNERS ASSOCIATION

I/We am/are the owner(s) of a certain 15.24 acre tract of land within Burnet County, Texas (the "**Subject Property**"). Said Subject Property being more particularly depicted or described in "Exhibit "A" attached hereto and made a part hereof by reference.

The Subject Property is contiguous and adjacent to the Oxbow Estates Subdivision as recorded in Cabinet 2, Slide 58-C&D of the Plat Records of Burnet County, Texas (the "**Subdivision**").

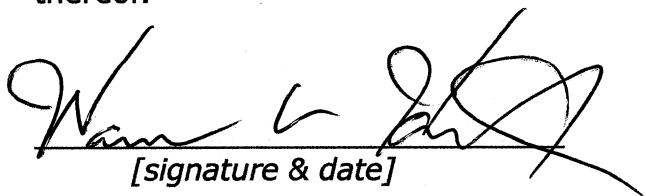
It is my understanding that: (i) the Subdivision is subject to the Restrictive Covenants recorded in Volume 637, Page 270 in the Real Property Records of Burnet County, Texas (the "**Restrictions**"); and, (ii) the Oxbow Estates Property Owners Association was formed for the benefit of the property owners in the Subdivision (the "**POA**").

This letter is my/our petition and request to be annexed into the Restrictions and POA in order to obtain the benefits of the POA as chartered and further described in the Certificate of Formation filed as Document Number 242858010002 with the Secretary of State of Texas on January 14, 2009 .

I/We certify and swear that:

1. I/We are the sole owners of the Subject Property described in Exhibit "A";
2. The Subject Property is contiguous and adjacent to the Subdivision;
3. The Subject Property is not located within or subject to another property owners association; and
4. This request for inclusion of the Subject Property in the POA is made voluntarily.

I/We certify and swear that this petition is signed and acknowledged by each and every person owning said Subject Property or having an interest in any part thereof.


[signature & date]

[signature & date]

Form for Ordinary Certificate of Acknowledgment

State of Texas

County of Burnet

Before me, Shelly Denton, on this day personally appeared
(insert the name and character of the office)

James Eyman known to me (or proved to me on the oath of _____)

or through Texas DL to be the person whose name is
(description of identity card or other document)

subscribed to the foregoing instrument and acknowledged to me that he executed the same
for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24 day of June, 2019
(year)

notice of addition of land
Oxbow Est
property ID 53340

Shelly Denton

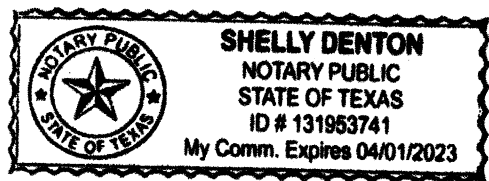
Notary Public's Signature

Shelly Denton

Printed Name of Notary Public

Notary Public, State of Texas

(NOTARY SEAL)



James R. Eyman
James R. Eyman
Secretary & Treasurer
Oxbow Estates POA

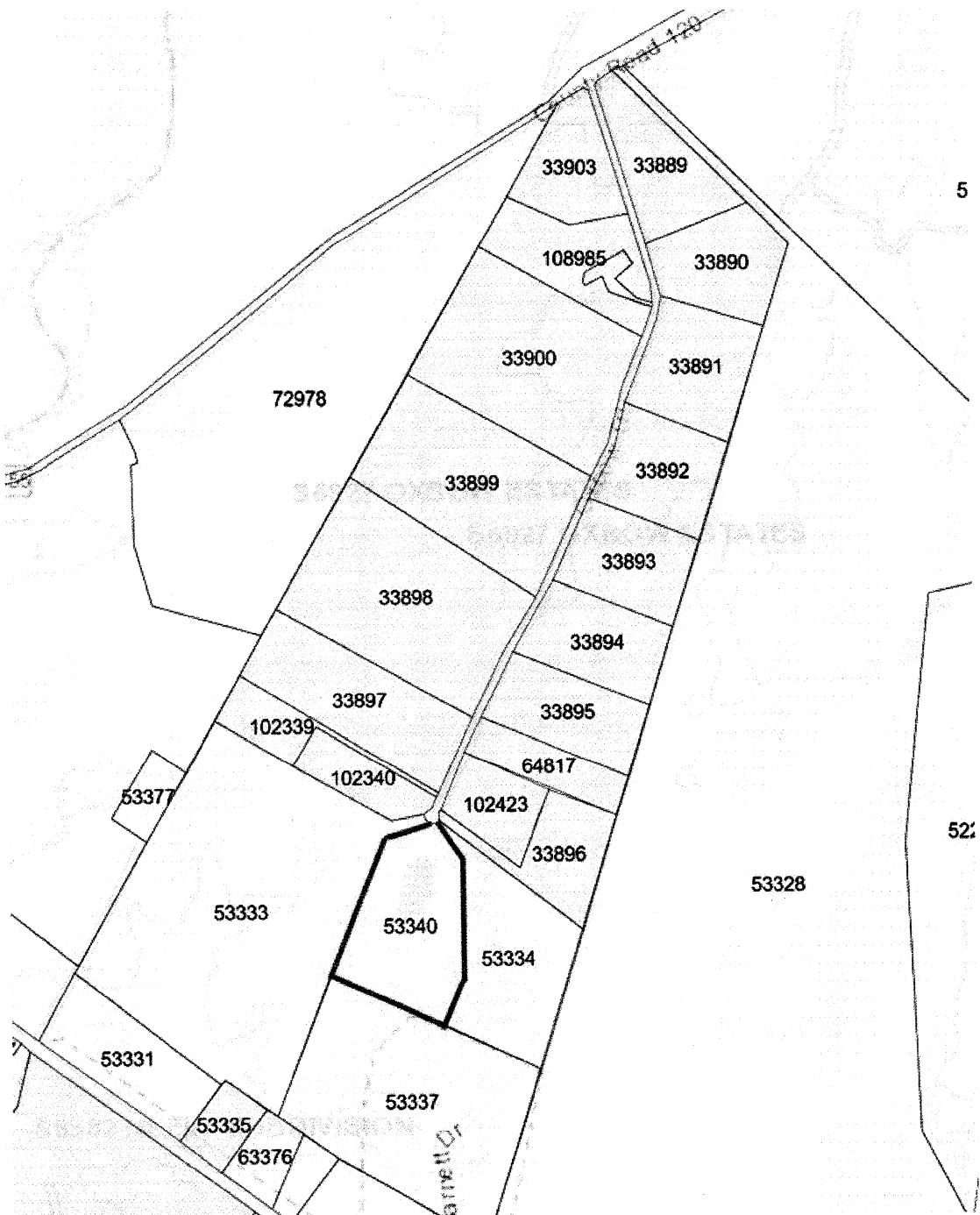
Exhibit A: Subject Property Description

Legal Description: ABS AO530 Arthur Luckey, 15.24 acres

Property Identification # 53340

Geo ID B0530-0000-0003-000

Address 930 Oxbow Trail, Marble Falls, TX 78654



NOTICE OF ADDITION OF LAND

THE STATE OF TEXAS
COUNTY OF BURNET

§
§ KNOW ALL MEN BY THESE PRESENTS:
§

WHEREAS, Warren C & Marcella Hunt ("**Owner**") is the owner of a 15.24 acre tract of land in Burnet County, Texas, said 15.24 acre tract of land being more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (the "**Property**"); and

WHEREAS, Oxbow Estates subdivision is recorded in Cabinet 2, Slide 58-C&D of the Plat Records of Burnet County, Texas (the "**Subdivision**");

WHEREAS, the Subdivision is subject to the Restrictive Covenants recorded in Volume 637, Page 270, in the Real Property Records of Burnet County, Texas (the "**Restrictions**")

WHEREAS, the Property is located contiguous and adjacent to the Subdivision; and,

WHEREAS, Section 22. of the Restrictions allows the Restrictions to be amended or extended by [the owners of] not less than 51% of the original lots in the Subdivision (the "**Majority Subdivision Lot Owners**");

WHEREAS, Owner desires to annex the Property into the scheme of, and be subject to, the Restrictions.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Owner and the Majority Subdivision Lot Owners declare as follows:

1. The Property is hereby added to and brought within the scheme of the Restrictions and is hereby made a part of the Subdivision as defined therein making the Property subject to all covenants, conditions and restraints of the Restrictions.

2. The Property shall be owned, held, encumbered, leased, used, sold, conveyed and occupied subject to the Restrictions, which are for the purposes of protecting the value and desirability of, and which shall run with the Property and shall be binding on all properties having any right, title and interest to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

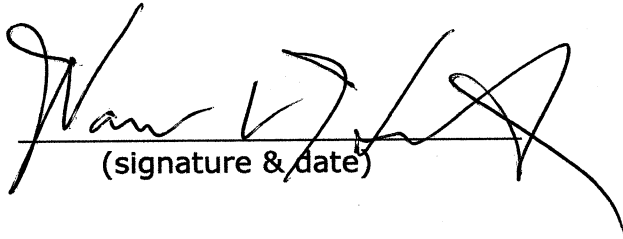
2. Each contract, deed or other document which may hereafter be executed with regard to the Property or any part thereof shall conclusively be held to have been executed, delivered and accepted subject to the Restrictions regardless of whether or not the same are set out or referred to in said contract, deed or other document.

3. Except as amended in this Notice of Addition of Land, the Restrictions applicable to the entire Property as set forth in the Restrictions shall remain in full force and effect.

4. The Restrictions are hereby ratified and confirmed as to the Property except as it may be inconsistent herewith, in which case this Notice of Addition of Land will control.

**NOTICE OF ADDITION OF LAND
OWNERS AFFIRMATION**

I/We certify and swear that this petition is signed and acknowledged by each and every person owning said subject property or having an interest in any part thereof.


(signature & date)

(signature & date)

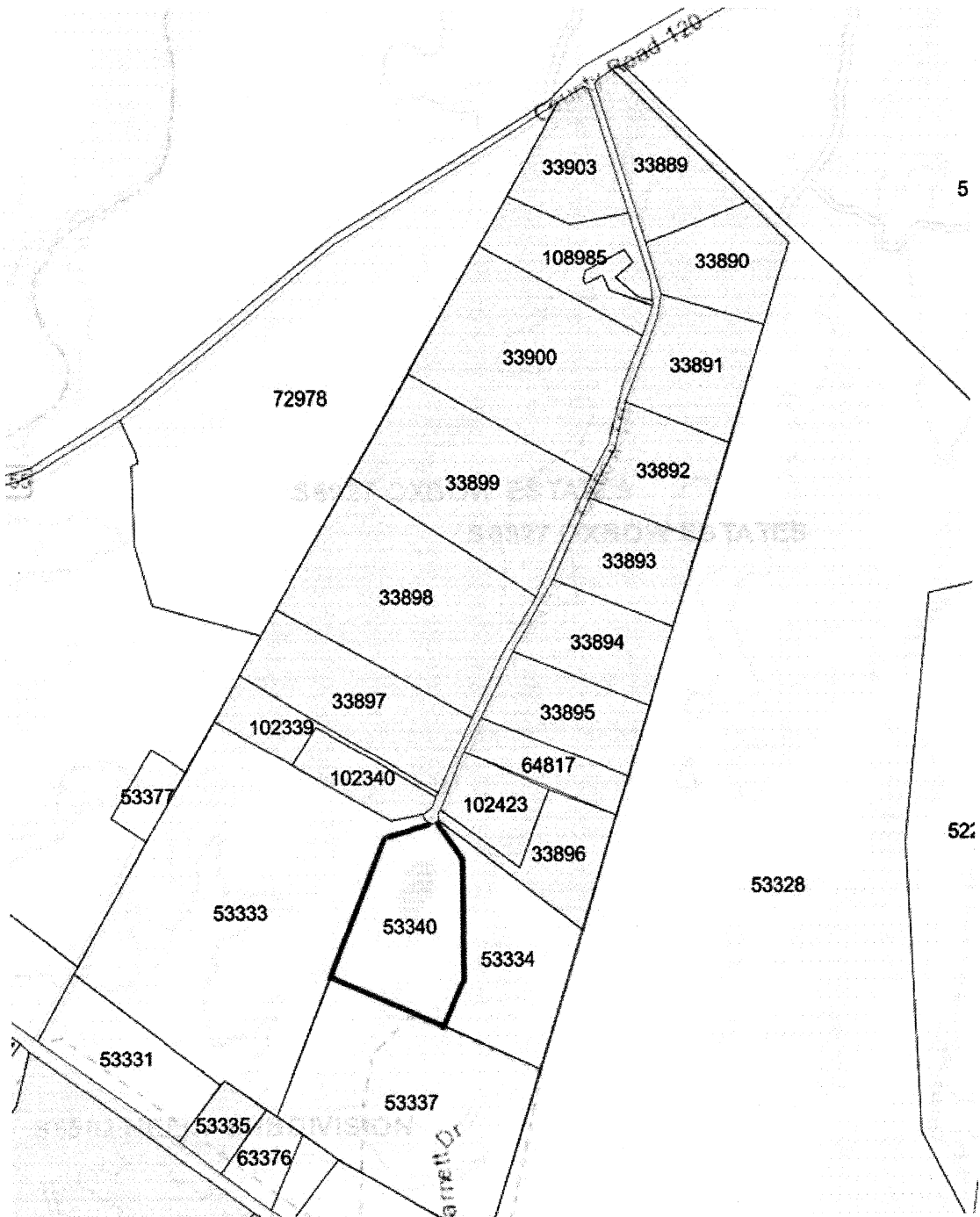
Exhibit A: Subject Property Description

Legal Description: ABS AO530 Arthur Luckey, 15.24 acres

Property Identification # 53340

Geo ID B0530-0000-0003-000

Address 930 Oxbow Trail, Marble Falls, TX 78654



MAJORITY SUBDIVISION LOT OWNERS:

Signature pages follow for each respective property owner in the Subdivision of not less than 51% of the original lots in the Subdivision.

**COUNTERPART SIGNATURE PAGE TO
NOTICE OF ADDITION OF LAND
CONSENT OF MAJORITY SUBDIVISION LOT OWNERS**

Susan P Klein, as an owner(s) and holder(s) of Lot 4
33892, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

S P Klein 435 Oxbow 6/23/19
Signature Address Date

Signature Address Date

GREG & KRISTY RYAN, as an owner(s) and holder(s) of Lot
12, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

Greg Ryan 336 Oxbow 6-23-19
Signature Address Date

Signature Address Date

MARK & VICKY CROUSE, as an owner(s) and holder(s) of Lot
13, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

Mark Crouse 210 OXBOW 6/23/19
Signature Address Date

Signature Address Date

Jim Cornelius, as an owner(s) and holder(s) of Lot
2, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

Jim Cornelius 211 Oxbow Trail 6-23-19
Signature Address Date

Signature Address Date

**COUNTERPART SIGNATURE PAGE TO
NOTICE OF ADDITION OF LAND
CONSENT OF MAJORITY SUBDIVISION LOT OWNERS**

Tom Ramell, as an owner(s) and holder(s) of Lot
1, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

Tom Ramell 203 Oxbow Trail 6/19/19
Signature Address Date

Signature Address Date

Carlos H Franco, as an owner(s) and holder(s) of Lot
14, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

Carlos H Franco 114 Oxbow Trail 6-23-19
Signature Address Date

Signature Address Date

Jim & Susan Wreghel, as an owner(s) and holder(s) of Lot
5, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

Jim Wreghel 505 Oxbow 6/23/19
Signature Address Date
Susan Wreghel 505 Oxbow Trail 6/23/19
Signature Address Date

Heath Nelson, as an owner(s) and holder(s) of Lot
8A, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

Heath Nelson 913 Oxbow 6/23/19
Signature Address Date
Sandra K Nelson 913 Oxbow Trail 6/23/19
Signature Address Date

**COUNTERPART SIGNATURE PAGE TO
NOTICE OF ADDITION OF LAND
CONSENT OF MAJORITY SUBDIVISION LOT OWNERS**

Jennifer & Yusuf Bulbulia, as an owner(s) and holder(s) of Lot 3, Oxbow Estates, in the Subdivision do/does hereby join in the execution of this Petition for the purpose of evidencing consent hereto.

<u>J Bulbulia</u> Signature	<u>241 Oxbow Trail</u> Address	<u>6/23/19</u> Date
<u>[Signature]</u> Signature	<u>241 Oxbow Trail</u> Address	<u>6/23/19</u> Date

Michael & Kathy Ranger, as an owner(s) and holder(s) of Lot 6, Oxbow Estates, in the Subdivision do/does hereby join in the execution of this Petition for the purpose of evidencing consent hereto.

<u>Michael V. Ranger</u> Signature	<u>601 Oxbow Trail</u> Address	<u>6-23-19</u> Date
<u>Kathy Ranger</u> Signature	<u>601 Oxbow Trail</u> Address	<u>6/23/19</u> Date

Deborah Nelson, as an owner(s) and holder(s) of Lot 8B, Oxbow Estates, in the Subdivision do/does hereby join in the execution of this Petition for the purpose of evidencing consent hereto.

<u>Deborah Nelson</u> Signature	<u>923 Oxbow Trail</u> Address <u>MF</u>	<u>6-23-19</u> Date
_____ Signature	_____ Address	_____ Date

JONATHAN & LINDA BRADSHAW, as an owner(s) and holder(s) of Lot 9C, Oxbow Estates, in the Subdivision do/does hereby join in the execution of this Petition for the purpose of evidencing consent hereto.

<u>[Signature]</u> Signature	<u>914 OXBOW TRAIL</u> Address	<u>6-23-19</u> Date
<u>Jonathan Bradshaw</u> Signature	<u>914 Oxbow Trail</u> Address	<u>6-23-19</u> Date

COUNTERPART SIGNATURE PAGE TO
NOTICE OF ADDITION OF LAND
CONSENT OF MAJORITY SUBDIVISION LOT OWNERS

James & Pia Eymann, as an owner(s) and holder(s) of Lot
10, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

<u>James Eymann</u> Signature	<u>600 Oxbow Trail</u> Address	<u>6/23/19</u> Date
<u>Pia M. Eymann</u> Signature	<u>600 Oxbow Trail, M.F.</u> Address	<u>6/23/19</u> Date

James & Pia Eymann, as an owner(s) and holder(s) of Lot
11, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

<u>James Eymann</u> Signature	<u>600 Oxbow Trail</u> Address	<u>6/23/19</u> Date
<u>Pia M. Eymann</u> Signature	<u>600 Oxbow Trail, M.F.</u> Address	<u>6/23/19</u> Date

_____, as an owner(s) and holder(s) of Lot
_____, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

_____ Signature	_____ Address	_____ Date
_____ Signature	_____ Address	_____ Date

_____, as an owner(s) and holder(s) of Lot
_____, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

_____ Signature	_____ Address	_____ Date
_____ Signature	_____ Address	_____ Date



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Janet Parker

Janet Parker, County Clerk

Burnet County Texas

6/24/2019 2:34:50 PM

FEE: \$66.00

201906372

RQ



REQUEST FOR ANNEXATION INTO THE
OXBOW ESTATES RESTRICTIONS AND PROPERTY OWNERS ASSOCIATION

I/We am/are the owner(s) of a certain 16.986 acre tract of land within Burnet County, Texas (the "**Subject Property**"). Said Subject Property being more particularly depicted or described in "Exhibit "A" attached hereto and made a part hereof by reference.

The Subject Property is contiguous and adjacent to the Oxbow Estates Subdivision as recorded in Cabinet 2, Slide 58-C&D of the Plat Records of Burnet County, Texas (the "**Subdivision**").

It is my understanding that: (i) the Subdivision is subject to the Restrictive Covenants recorded in Volume 637, Page 270 in the Real Property Records of Burnet County, Texas (the "**Restrictions**"); and, (ii) the Oxbow Estates Property Owners Association was formed for the benefit of the property owners in the Subdivision (the "**POA**").

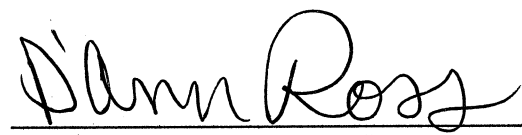
This letter is my/our petition and request to be annexed into the Restrictions and POA in order to obtain the benefits of the POA as chartered and further described in the Certificate of Formation filed as Document Number 242858010002 with the Secretary of State of Texas on January 14, 2009 .

I/We certify and swear that:

1. I/We are the sole owners of the Subject Property described in Exhibit "A";
2. The Subject Property is contiguous and adjacent to the Subdivision;
3. The Subject Property is not located within or subject to another property owners association; and
4. This request for inclusion of the Subject Property in the POA is made voluntarily.

I/We certify and swear that this petition is signed and acknowledged by each and every person owning said Subject Property or having an interest in any part thereof.

 6/23/19
[signature & date]

 6-23-19
[signature & date]

Form for Ordinary Certificate of Acknowledgment

State of Texas

County of Burnet

Before me, Shelly Denton, on this day personally appeared
(insert the name and character of the office)

James Eymann, known to me (or proved to me on the oath of _____)

or through Texas DL to be the person whose name is
(description of identity card or other document)

subscribed to the foregoing instrument and acknowledged to me that he executed the same
for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24 day of June 2019
(year)
notice of addition of land

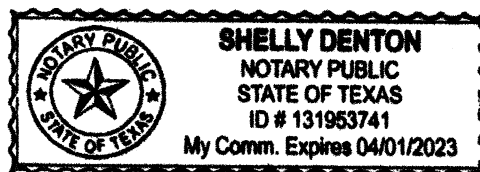
Oxbow Est
property ID 53334

Shelly Denton
Notary Public's Signature

Shelly Denton
Printed Name of Notary Public

Notary Public, State of Texas

(NOTARY SEAL)



James R. Eymann
James R. Eymann
Secretary & Treasurer
Oxbow Estates POA

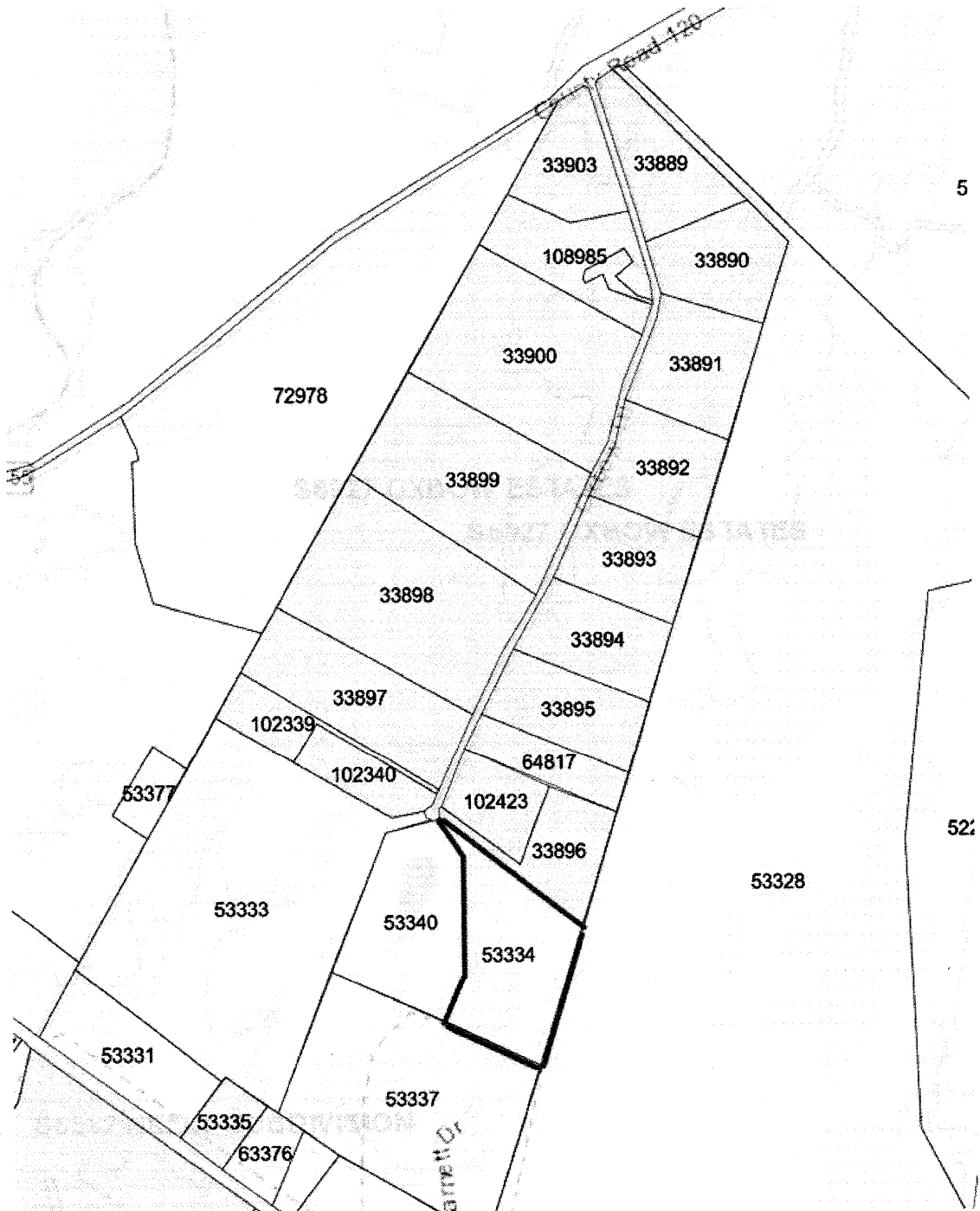
Exhibit A: Subject Property Description

Legal Description: ABS AO530 Arthur Luckey, 16.986 acres

Property Identification # 53334

Geo ID B0530-00002-A04

Address 929 Oxbow Trail, Marble Falls, TX 78654



NOTICE OF ADDITION OF LAND

THE STATE OF TEXAS
COUNTY OF BURNET

§
§ KNOW ALL MEN BY THESE PRESENTS:
§

WHEREAS, Thomas S & Carri D'Ann ("**Owner**") is the owner of a 16.986 acre tract of land in Burnet County, Texas, said 16.986 acre tract of land being more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (the "**Property**"); and

WHEREAS, Oxbow Estates subdivision is recorded in Cabinet 2, Slide 58-C&D of the Plat Records of Burnet County, Texas (the "**Subdivision**");

WHEREAS, the Subdivision is subject to the Restrictive Covenants recorded in Volume 637, Page 270, in the Real Property Records of Burnet County, Texas (the "**Restrictions**")

WHEREAS, the Property is located contiguous and adjacent to the Subdivision; and,

WHEREAS, Section 22. of the Restrictions allows the Restrictions to be amended or extended by [the owners of] not less than 51% of the original lots in the Subdivision (the "**Majority Subdivision Lot Owners**");

WHEREAS, Owner desires to annex the Property into the scheme of, and be subject to, the Restrictions.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Owner and the Majority Subdivision Lot Owners declare as follows:

1. The Property is hereby added to and brought within the scheme of the Restrictions and is hereby made a part of the Subdivision as defined therein making the Property subject to all covenants, conditions and restraints of the Restrictions.

2. The Property shall be owned, held, encumbered, leased, used, sold, conveyed and occupied subject to the Restrictions, which are for the purposes of protecting the value and desirability of, and which shall run with the Property and shall be binding on all properties having any right, title and interest to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

2. Each contract, deed or other document which may hereafter be executed with regard to the Property or any part thereof shall conclusively be held to have been executed, delivered and accepted subject to the Restrictions regardless of whether or not the same are set out or referred to in said contract, deed or other document.

3. Except as amended in this Notice of Addition of Land, the Restrictions applicable to the entire Property as set forth in the Restrictions shall remain in full force and effect.

4. The Restrictions are hereby ratified and confirmed as to the Property except as it may be inconsistent herewith, in which case this Notice of Addition of Land will control.

**NOTICE OF ADDITION OF LAND
OWNERS AFFIRMATION**

I/We certify and swear that this petition is signed and acknowledged by each and every person owning said subject property or having an interest in any part thereof.

 6/23/19
(signature & date)

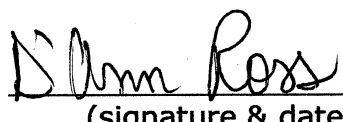
 6/23/19
(signature & date)

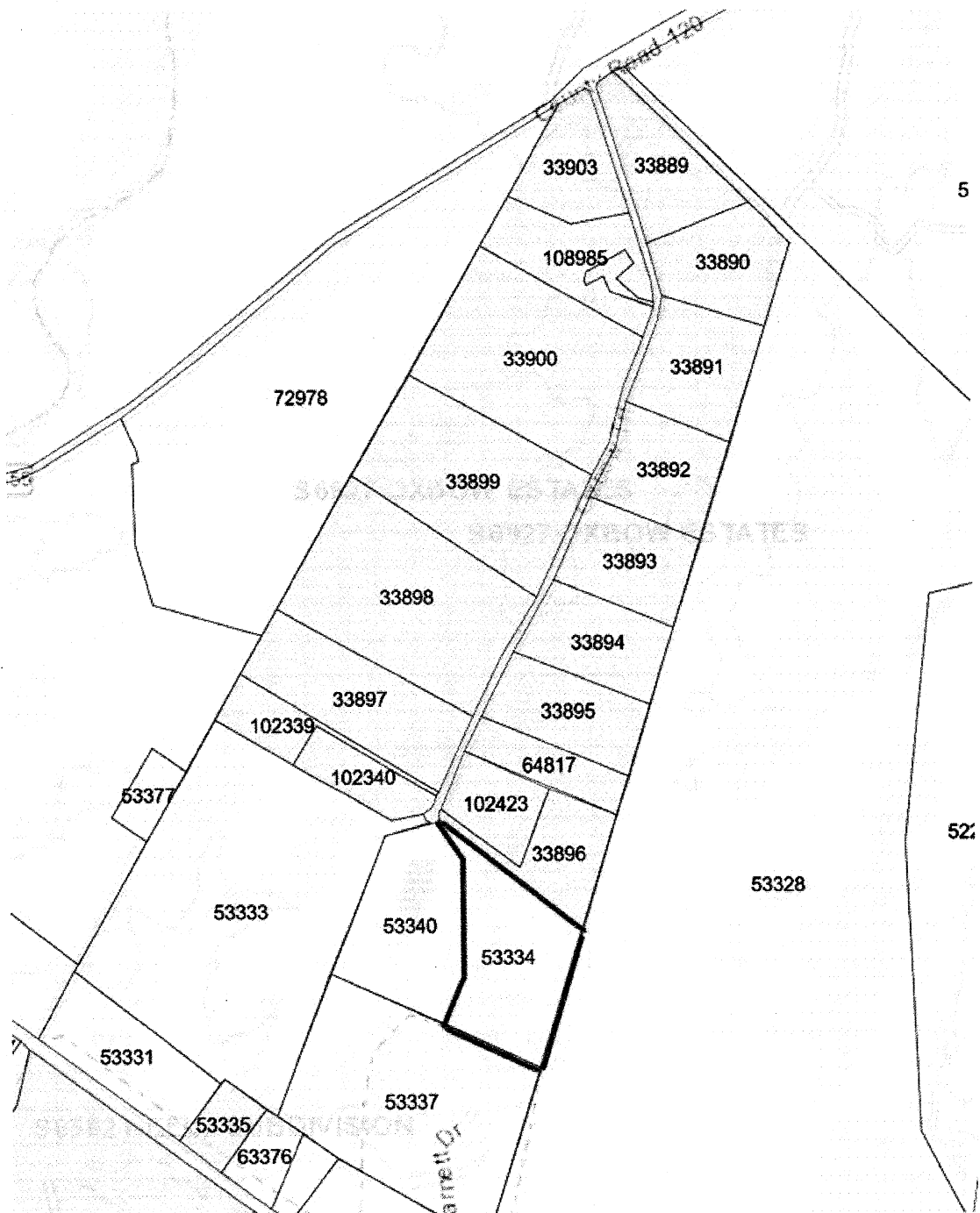
Exhibit A: Subject Property Description

Legal Description: ABS AO530 Arthur Luckey, 16.986 acres

Property Identification # 53334

Geo ID B0530-0000-00002-A04

Address 929 Oxbow Trail, Marble Falls, TX 78654



MAJORITY SUBDIVISION LOT OWNERS:

Signature pages follow for each respective property owner in the Subdivision of not less than 51% of the original lots in the Subdivision.

**COUNTERPART SIGNATURE PAGE TO
NOTICE OF ADDITION OF LAND
CONSENT OF MAJORITY SUBDIVISION LOT OWNERS**

Erson P Klein, as an owner(s) and holder(s) of Lot 4
33892, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

Erson P Klein 435 Oxbow 6/23/19
Signature Address Date

Signature Address Date

Maril & Vicki Crouse, as an owner(s) and holder(s) of Lot
13, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

Maril Crouse 210 OXBOW 6/23/19
Signature Address Date

Signature Address Date

GREG & KRISTY RYAN, as an owner(s) and holder(s) of Lot
12, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

Greg Ryan 336 Oxbow 6-23-19
Signature Address Date

Signature Address Date

Jim Cornelius, as an owner(s) and holder(s) of Lot
2, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

Jim Cornelius 211 Oxbow Trail 6-23-19
Signature Address Date

Signature Address Date

**COUNTERPART SIGNATURE PAGE TO
NOTICE OF ADDITION OF LAND
CONSENT OF MAJORITY SUBDIVISION LOT OWNERS**

Tom Ramey, as an owner(s) and holder(s) of Lot
1, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

TRamey 203 Oxbow Trl 6/19/19
Signature Address Date

Signature Address Date

Carlos H Franco, as an owner(s) and holder(s) of Lot
14, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

Carlos H Franco 114 Oxbow Trail 6-23-19
Signature Address Date

Signature Address Date

Jim & Susan Wrexford, as an owner(s) and holder(s) of Lot
5, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

[Signature] 505 Oxbow Trl 6/23/19
Signature Address Date
Susan Wrexford 505 Oxbow Trail 6/23/19
Signature Address Date

Jennifer & Yusuf Bulbulia, as an owner(s) and holder(s) of Lot
3, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

[Signature] 241 Oxbow Trail 6/23/19
Signature Address Date
[Signature] 241 Oxbow Trail 6/23/19
Signature Address Date

**COUNTERPART SIGNATURE PAGE TO
NOTICE OF ADDITION OF LAND
CONSENT OF MAJORITY SUBDIVISION LOT OWNERS**

Michael & Katelyn Ranger as an owner(s) and holder(s) of Lot
6, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

<u>Michael V. Ranger</u> Signature	<u>601 Oxbow Trail</u> Address	<u>6-23-19</u> Date
<u>Katelyn R</u> Signature	<u>601 Oxbow Trail</u> Address	<u>6-23-19</u> Date

Deborah Nelson, as an owner(s) and holder(s) of Lot
8B, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

<u>Deborah Nelson</u> Signature	<u>923 Oxbow Trail</u> Address	<u>6-23-19</u> Date
_____ Signature	_____ Address	_____ Date

JONATHAN & LINDA BRADLEY, as an owner(s) and holder(s) of Lot
9C, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

<u>JLB</u> Signature	<u>914 OXBOW TRAIL</u> Address	<u>6-23-19</u> Date
<u>Frank D. Bradley</u> Signature	<u>914 Oxbow Trail</u> Address	<u>6-23-19</u> Date

Heath & Sandra, as an owner(s) and holder(s) of Lot
8A, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

<u>Heath Phelan</u> Signature	<u>913 Oxbow</u> Address	<u>6/23/19</u> Date
<u>Sandra K. Nelson</u> Signature	_____ Address	_____ Date

**COUNTERPART SIGNATURE PAGE TO
NOTICE OF ADDITION OF LAND
CONSENT OF MAJORITY SUBDIVISION LOT OWNERS**

James & Pia Eymann, as an owner(s) and holder(s) of Lot
10, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

<u>James Eymann</u> Signature	<u>600 Oxbow Trail</u> Address	<u>6/23/19</u> Date
<u>Pia M. Eymann</u> Signature	<u>600 Oxbow Trail, M.F.</u> Address	<u>6/23/19</u> Date

James & Pia Eymann, as an owner(s) and holder(s) of Lot
11, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

<u>James Eymann</u> Signature	<u>600 Oxbow Trail</u> Address	<u>6/23/19</u> Date
<u>Pia M. Eymann</u> Signature	<u>600 Oxbow Trail, M.F.</u> Address	<u>6/23/19</u> Date

_____, as an owner(s) and holder(s) of Lot
_____, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

_____ Signature	_____ Address	_____ Date
_____ Signature	_____ Address	_____ Date

_____, as an owner(s) and holder(s) of Lot
_____, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

_____ Signature	_____ Address	_____ Date
_____ Signature	_____ Address	_____ Date



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Janet Parker

Janet Parker, County Clerk

Burnet County Texas

6/24/2019 2:34:50 PM

FEE: \$66.00

201906373

RQ

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Hope Andrade
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

Oxbow Estates Property Owners Association
File Number: 801074440

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 01/14/2009

Effective: 01/14/2009



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: Melissa Williams

Fax: (512) 463-5709
TID: 10306

Dial: 7-1-1 for Relay Services
Document: 242858010002

FILED
In the Office of the
Secretary of State of Texas

JAN 14 2009

Corporations Section

CERTIFICATE OF FORMATION OF
OXBOW ESTATES PROPERTY OWNERS ASSOCIATION
A NONPROFIT CORPORATION

This certificate of formation is submitted for filing pursuant to the applicable provisions of the Texas Business Organizations Code.

Article I - Entity Name and Type

The name and type of filing entity being formed are: **Oxbow Estates Property Owners Association**, a Texas nonprofit corporation (hereinafter "Corporation").

Article II - Purpose

The purposes for which the Corporation is organized are:

- A. To operate as a property owners' association, representing the common interests of the property owners of Oxbow Estates, a subdivision in Burnet County, Texas (the "Subdivision");
- B. To enforce and protect restrictive covenants and other building restrictions applicable to the Subdivision;
- C. To affix, levy, and collect all charges and assessments pursuant to the terms of the restrictive covenants and enforce payment of them by any lawful means;
- D. To pay all expenses related to such enforcement, and all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes, or governmental charges levied or imposed on the property of the Corporation;
- E. To represent the Subdivision property owners in any other matters of common concern among the members of the Association;

F. To promote, through education and otherwise, the safety and security of the Subdivision; and

G. To exercise any and all powers authorized to Texas non-profit corporations or to their directors or officers under the Texas Business Organizations Code or other applicable law, in the furtherance of the foregoing purposes.

Article III - Restrictions and Limitations

Notwithstanding the foregoing or anything to the contrary herein, the Corporation may not:

A. Engage in any activity or take any action prohibited by the applicable provisions of the Texas Business Organizations Code.

B. Pay any dividend or distribute any part of the income of the Corporation to its members, if any, directors, if any, or officers. However, the Corporation may pay compensation in a reasonable amount to its members, directors, or officers for services rendered, may confer benefits upon its members in conformity with its purposes, provided such compensation and benefits are reasonable.

C. Make loans to the Corporation's directors.

D. Engage in any activities, except to an insubstantial degree, that are not in furtherance of the purpose or purposes of the Corporation.

E. Conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and its regulations, or by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code and regulations.

F. Serve any private interest except if clearly incidental to the public benefit provided by the Corporation.

G. Allow any of the Corporation's net earning to inure to the benefit of the members, if any of the Corporation, or any private individual.

H. Engage in more than an insubstantial degree in the carrying on of propaganda, or otherwise attempting, to influence legislation, and the

Corporation shall not directly or indirectly participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office, except as allowed by Internal Revenue Code and its regulations.

I. Make distributions at such time and in such manner as to subject it to tax under Section 4942 of the Code.

J. Engage in any act of self-dealing which would be subject to tax under Section 4941 of the Code.

K. Retain any excess business holdings which would subject it to tax under Section 4943 of the Code.

L. Make any investments which would subject it to tax under Section 4944 of the Code.

M. Make any taxable expenditures which would subject it to tax under Section 4945 of the Code.

Article IV - Registered Office and Registered Agent

The initial registered agent is an individual resident of the state whose name is Neal A. Kennedy. The business address of the registered agent and the registered office address is 404 Main Street, Marble Falls, Texas 78654.

Article V - Organizer

The name and address of the organizer is:

<u>Name</u>	<u>Address</u>
Neal A. Kennedy	Kennedy Law Office PLLC 404 Main Street Marble Falls, Texas 78654

Article VI - Governing Authority

Management of the affairs of the Corporation is to be vested in its board of directors. The number of initial directors shall be three (3). The number of directors shall be set by the bylaws of the Corporation as may be amended from time to time, provided that the number of directors may never be less than three.

The names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are:

Warren Hunt	930 Oxbow Trail Marble Falls, Texas 78654
Kristy Ryan	111 Meadowlakes Drive Meadowlakes, Texas 78654
Pat Moore	241 Oxbow Trail Marble Falls, Texas 78654

Other than initial directors, directors of the Corporation must also be members of the Corporation. If at any time, a director ceases to be a member, his or her directorship shall at such time become vacant.

Article VII - Organizational Structure

The Corporation will have members. The authorized number, qualifications, and manner of admission of members of the Corporation, the different classes of membership, if any, the property, voting, and other rights and privileges of members, the liability of members for dues and/or assessments, and the method of collection of such dues, and the termination and transfer of membership, will be as set forth in the bylaws of the Corporation.

Article VIII - Action Without a Meeting by Members, Directors or Committees

Any action required by the Texas Business Organizations Code to be taken at a meeting of the members or directors of the Corporation or any action that may be taken at a meeting of the members or directors or of any committee may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of members, directors, or committee members as would be necessary to take that action at a meeting at which all of the members, directors, or members of the committee were present and voted.

Article IX - Indemnification

To the full extent permitted by the applicable provisions of Title 1, Chapter 8 of the Texas Business Organizations Code and other applicable law, the Corporation shall advance or reimburse expenses to and indemnify any present and former directors, officers, employees, and agents of the Corporation and persons

serving or formerly serving at the request of the Corporation as directors, officers, partners, venturers, proprietors, trustees, employees, agents or similar functionaries of another foreign or domestic corporation, employee benefit plan, other enterprise or entity against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses actually incurred by the person in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitratve or investigative, any appeal in such action, suit or proceeding and any inquiry or investigation that could lead to such an action suit or proceeding, because the person is or was acting in one of the capacities set forth above.

Article X - Contracts or Transactions with Interested Directors, Officers and Members

This provision applies only to a contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and an entity or other organization in which one or more of the Corporation's directors or officers is a managerial official or has a financial interest.

An otherwise valid contract or transaction is valid notwithstanding that a director, officer, or member of the Corporation is present at or participates in the meeting of the board of directors, of a committee of the board, or of the members that authorizes the contract or transaction, or votes to authorize the contract or transaction, if: (1) the material facts as to the relationship or interest and as to the contract or transaction are disclosed to or known by (a) the Corporation's board of directors, a committee of the board of directors, or the members, and the board, the committee, or the members in good faith and with ordinary care authorize the contract or transaction by the affirmative vote of the majority of the disinterested directors, committee members or members, regardless of whether the disinterested directors, committee members or members constitute a quorum; or (b) the members entitled to vote on the authorization of the contract or transaction, and the contract or transaction is specifically approved in good faith and with ordinary care by a vote of the members; or (2) the contract or transaction is fair to the Corporation when the contract or transaction is authorized, approved, or ratified by the board of directors, a committee of the board of directors, or the members. Common or interested directors or members of a Corporation may be included in determining the presence of a quorum at a meeting of the board, a committee of the board, or members that authorizes the contract or transaction.

Article XI - Distribution of Assets Upon Winding Up

After all liabilities and obligations of the Corporation in the process of winding up are paid, satisfied and discharged, the property of the Corporation shall be applied and distributed in accordance with section 22.304, Texas Business Organizations Code.

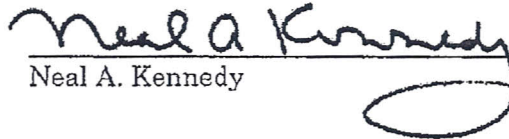
Article XII - Effective Date of Filing

This certificate of formation becomes effective when the document is filed by the secretary of state.

Article XIII - Execution

This document is signed subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: January 14, 2009



Neal A. Kennedy

Correction to Amendment I
Filing 201906370



9 pgs
COR

201906631

**Petition to Amend
Oxbow Estates Subdivision Restrictive Covenants
Property Owners Association**

The developers of Oxbow Estates, W. HARVEY SMITH and CHARLES C. PIERCE, have been superseded through 100 percent sale of all tracts and lots of the subdivision. And;

According to the map and plat Notes of Oxbow Estates, recorded in Plat Cabinet 2, Slide 58C-58D, Plat Records, Burnet County, Texas; Note 14 states "In approval of this plat by the Commissioners' Court of Burnet County Texas, it is understood that building and maintenance of all streets, roads and other public thoroughfares delineated and shown on this plat and all bridges and culverts necessary to be constructed or placed in such streets, roads and other thoroughfares or in connection therewith shall be the responsibility of the property owners ... the County of Burnet will not consider acceptance of the streets and roads in a public subdivision for maintenance, until said subdivision has reached 50 percent or greater occupancy." And;

The current Restrictive Covenants for Oxbow Estates Subdivision as set forth in Instrument No. 199500956, or Volume 635, Pages 378-381, Deed Records of Burnet County, Texas, does not include a mechanism to fulfill the subdivision's obligations. And;

There is currently a non-mandatory Oxbow Estates Property Owners association, Inc, established under laws of the State of Texas that can execute the stated responsibilities as may be amended into the Restrictive Covenants. And;

The Restrictive Covenants document listed above provides that they may be modified by a favorable vote of not less than 51 percent of the owners of legal title of the original lots being entitled to cast one vote per lot owned. And;

We the undersigned eligible voters as legal holders of title to the original lots and their subdivides, wherein the restrictions and covenants run with the land and shall be binding on all parties claiming under them, agree and

Respectfully request the Clerk of Burnet County to file this instrument amending the Oxbow Estates Subdivision Restrictive Covenants listed above to incorporate such Property Owners Association.

Restrictive Covenants – Amendment 1. Property Owners Association

THE STATE OF TEXAS)
)
COUNTY OF BURNET)

KNOW ALL MEN BY THESE PRESENT

WHEREAS, W. HARVEY SMITH and CHARLES C. PIERCE, the developers and then owners of Oxbow Development, a subdivision in Burnett County, Texas, according to the map or plat thereof recorded in Plat Cabinet 2, Slides 58C-58D, Plat Records, Burnet County, Texas, to which map or plat and its record reference is herein made for further description, being a subdivision of 215 acres more or less out of the Arthur Luckey Survey No. 23, in Burnet County, Texas have been superseded through 100 percent sale of all tracts and lots of said subdivision and:

WHEREAS THE OXBOW ESTATES PROPERTY OWNERS, desiring to keep the development of this real property on a high level for the mutual benefit and pleasure of the property owners in said subdivision and for protection of property values, and;

WHEREAS, the current Restrictive Covenants for Oxbow Estates Subdivision are set forth in Instrument No. 199500956, or Volume 635, Pages 378-381, Deed Records of Burnet County, Texas, and;

WHEREAS, the document listed above provides that they may be modified by a favorable vote of not less than 51 percent of the owners of legal title of the original lots being entitled to cast one vote per lot owned, and;

WHEREAS, a favorable vote of not less than 51 percent of the owners of legal title of the original lots and subdivisions thereof being entitled to cast one vote per lot owned has been established;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT, that OXBOW ESTATES PROPERTY OWNERS, do hereby make and file the following amendment to the document identified above:

A Property Owners Association (POA) shall be formed and each lot owner shall be considered a member of the association. A lot owner is described as the owner of legal title to an original subdivision lot as defined on the recorded map or plat or, the owner of a legally titled subdivision lot subdivided from the original fourteen lots or, the owner of any annexed lot fronting on the development's primary public road, all as recorded in the Burnet County CAD data base.

Corrected

The primary purposes of the POA are to:

Represent the common interest of property owners to repair and maintain the road;

Represent the common interest of property owners in determination of continuance of maintenance of the road or the assumption of maintenance by the county of Burnet, Texas, and;

Represent the common interest of property owners in the safety and security of the subdivision.

Other purposes of the POA may be established by the membership as determined by vote of two thirds of the members. These additions and modifications shall be recorded in the By-Laws of the POA.

Dues and assessments shall be collected per lot by the POA for the above stated purposes as determined by the Board of Directors and set annually. Initial dues are set at \$600 per year. Temporary reductions shall be considered when other special assessment actions are in effect as approved by two thirds of the members. Increases shall be limited to no more than 5% per year. Larger increases shall be as determined by vote of two thirds of the members.

Corrected

Form for Ordinary Certificate of Acknowledgment

State of Texas

County of Burnet

Before me, Shelly Denton, on this day personally appeared
(insert the name and character of the office)

James Eyman, known to me (or proved to me on the oath of _____)

or through Texas DL to be the person whose name is
(description of identity card or other document)

subscribed to the foregoing instrument and acknowledged to me that he executed the same
for the purposes and consideration therein expressed.

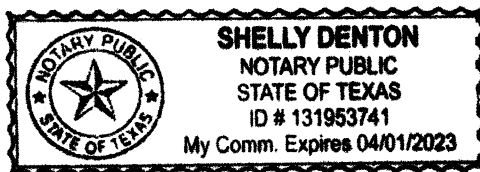
Given under my hand and seal of office this 28 day of June, 2019
Correction to POA Amendment (year)
#201906370

Shelly Denton
Notary Public's Signature

(NOTARY SEAL)

Shelly Denton
Printed Name of Notary Public

Notary Public, State of Texas



James R. Eyman
James R. Eyman
Secretary & Treasurer
Oxbow Estates POA

MAJORITY SUBDIVISION LOT OWNERS:

Signature pages follow for each respective property owner in the Subdivision of not less than 51% of the original lots in the Subdivision

**COUNTERPART SIGNATURE PAGE TO
Petition for Amendment of Restrictive Covenants
For a Property Owners Association
CONSENT OF MAJORITY SUBDIVISION LOT OWNERS**

Susan P Klein, as an owner(s) and holder(s) of Lot 4
33892, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

<u>M Klein</u>	<u>435 Arrow</u>	<u>6/23/19</u>
Signature	Address	Date
<u>[Signature]</u>	<u></u>	<u>6/23/19</u>
Signature	Address	Date

GREG + KRISTY RYAN, as an owner(s) and holder(s) of Lot 12, Oxbow Estates, in the Subdivision do/does hereby join in the execution of this Petition for the purpose of evidencing consent hereto.

Shaq R. 336 Oxbow 6/23-19

Signature Address Date

Signature _____ Address _____ Date _____

MARK & VICKI CROUSE as an owner(s) and holder(s) of Lot
15, Orbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

[Signature] 210 Oxbow 6/23/19

Signature Address Date

Signature Address Date

Tom Ramey, as an owner(s) and holder(s) of Lot 1, Oxbow Estates, in the Subdivision do/does hereby join in the execution of this Petition for the purpose of evidencing consent hereto.

Tammy 203 Oakwood Trl 6/23/19

Signature Address Date

Signature _____ Address _____ Date _____

COUNTERPART SIGNATURE PAGE TO
Petition for Amendment of Restrictive Covenants
For a Property Owners Association
CONSENT OF MAJORITY SUBDIVISION LOT OWNERS

Jim Cornelius, as an owner(s) and holder(s) of Lot
2, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

Jim Cornelius 211 Oxbow Trail 6-23-19
Signature Address Date

Signature Address Date

Carlos H. Franco, as an owner(s) and holder(s) of Lot
14, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

Carlos H. Franco 114 Oxbow Trail 6-23-19
Signature Address Date

Signature Address Date

Heath & Sandra, as an owner(s) and holder(s) of Lot
8A, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

Heath Nelson 973 Oxbow Trail 6/23/19
Signature Address Date

Sandra K. Nelson 973 Oxbow Trail 6/23/19
Signature Address Date

Michael & Katharine Raper, as an owner(s) and holder(s) of Lot
6, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

Michael V. Raper 601 Oxbow Trail 6-23-19
Signature Address Date

Katharine Raper 601 Oxbow Trail 6/23/19
Signature Address Date

**COUNTERPART SIGNATURE PAGE TO
Petition for Amendment of Restrictive Covenants
For a Property Owners Association
CONSENT OF MAJORITY SUBDIVISION LOT OWNERS**

J & Susan Wrexford, as an owner(s) and holder(s) of Lot
5, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

<u>J & Susan Wrexford</u> Signature	<u>505 Oxbow Trail</u> Address	<u>6/23/19</u> Date
<u>Susan Wrexford</u> Signature	<u>505 Oxbow Trail</u> Address	<u>6/23/19</u> Date

Deborah Nelson
Deborah Nelson, as an owner(s) and holder(s) of Lot
8B, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

<u>Deborah Nelson</u> Signature	<u>923 Oxbow Trail</u> Address MF	<u>6-23-19</u> Date
_____ Signature	_____ Address	_____ Date

Jennifer + Yusuf Bulbulia, as an owner(s) and holder(s) of Lot
3, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

<u>J Bulbulia</u> Signature	<u>241 Oxbow Trail</u> Address	<u>6/23/19</u> Date
<u>J Bulbulia</u> Signature	<u>241 Oxbow Trail</u> Address	<u>6/23/19</u> Date

JONATHAN + LINDA BRADSHAW, as an owner(s) and holder(s) of Lot
9C, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

<u>J & L Bradshaw</u> Signature	<u>914 OXBOW TRAIL</u> Address	<u>6/23/19</u> Date
<u>Linda Bradshaw</u> Signature	<u>914 Oxbow Trail</u> Address	<u>6/23/19</u> Date

COUNTERPART SIGNATURE PAGE TO
Petition for Amendment of Restrictive Covenants
For a Property Owners Association
CONSENT OF MAJORITY SUBDIVISION LOT OWNERS

James & Pia Eymann, as an owner(s) and holder(s) of Lot
10, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

<u>James Eymann</u>	<u>600 Oxbow Trail, M.F. TX</u>	<u>6/23/19</u>
Signature	Address	Date
<u>Pia M. Eymann</u>	<u>600 Oxbow Trail, M.F.</u>	<u>6/23/19</u>
Signature	Address	Date

James & Pia Eymann, as an owner(s) and holder(s) of Lot
11, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

<u>James Eymann</u>	<u>600 Oxbow Trail</u>	<u>6/23/19</u>
Signature	Address	Date
<u>Pia M. Eymann</u>	<u>600 Oxbow Trail, M.F.</u>	<u>6/23/19</u>
Signature	Address	Date

_____, as an owner(s) and holder(s) of Lot
_____, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

_____	_____	_____
Signature	Address	Date
_____	_____	_____
Signature	Address	Date

_____, as an owner(s) and holder(s) of Lot
_____, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

_____	_____	_____
Signature	Address	Date
_____	_____	_____
Signature	Address	Date



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Janet Parker

Janet Parker, County Clerk

Burnet County Texas

6/28/2019 2:39:45 PM

FEE: \$54.00

201906631

COR



**Petition to Amend
Oxbow Estates Subdivision Restrictive Covenants
Contiguous Property Annexation**

The current Restrictive Covenants for Oxbow Estates Subdivision as set forth in Instrument No. 199500956, or Volume 635, Pages 378-381, Deed Records of Burnet County, Texas, does not include a mechanism to allow Annexation of contiguous properties that front on Oxbow Trail, the primary and only road of Oxbow Estates Subdivision as described on map and plat Notes of Oxbow Estates, recorded in Plat Cabinet 2, Slide 58C-58D, Plat Records, Burnet County, Texas; and

Owners of properties fronting Oxbow Trail would benefit from having inclusion into the Subdivision; and

Such owners would have an option to voluntarily request annexation into the subdivision; and

The Restrictive Covenants document listed above provides that they may be modified by a favorable vote of not less than 51 percent of the owners of legal title of the original lots being entitled to cast one vote per lot owned. Therefore;

We the undersigned eligible voters as legal holders of title to the original Oxbow Estates Subdivision lots and their subdivides, wherein the restrictions and covenants run with the land and shall be binding on all parties claiming under them, agree; and

Respectfully request the Clerk of Burnet County to file this instrument amending the Oxbow Estates Subdivision Restrictive Covenants listed above authorizing annexation of contiguous properties fronting on Oxbow Trail into the Subdivision.

Restrictive Covenants – Amendment 2. Annexation

THE STATE OF TEXAS)
)
COUNTY OF BURNET) KNOW ALL MEN BY THESE PRESENT

WHEREAS, W. HARVEY SMITH and CHARLES C. PIERCE, the developers and then owners of Oxbow Development, a subdivision in Burnett County, Texas, according to the map or plat thereof recorded in Plat Cabinet 2, Slides 58C-58D, Plat Records, Burnet County, Texas, to which map or plat and its record reference is herein made for further description, being a subdivision of 215 acres more or less out of the Arthur Luckey Survey No. 23, in Burnet County, Texas have been superseded through 100 percent sale of all tracts and lots of said subdivision and:

WHEREAS THE OXBOW ESTATES PROPERTY OWNERS, desiring to keep the development of this real property on a high level for the mutual benefit and pleasure of the property owners in said subdivision and for protection of property values, and;

WHEREAS, the current Restrictive Covenants for Oxbow Estates Subdivision are set forth in Instrument No. 199500956, or Volume 635, Pages 378-381, Deed Records of Burnet County, Texas, and;

WHEREAS, the document listed above provides that they may be modified by a favorable vote of not less than 51 percent of the owners of legal title of the original lots being entitled to cast one vote per lot owned, and;

WHEREAS, a favorable vote of not less than 51 percent of the owners of legal title of the original lots and subdivisions thereof being entitled to cast one vote per lot owned has been established;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT, that OXBOW ESTATES PROPERTY OWNERS, do hereby make and file the following amendment to the document identified above:

Annexation into the Subdivision of lots contiguous to and fronting on the main and only road of the Subdivision shall be permitted. Upon voluntary request from the contiguous lot owner, Subdivision owners shall hold an open meeting and approve the annexation through favorable vote of two thirds of the owners of legal title within the Subdivision. The lots incorporated shall be recorded by Notice of Addition of Land instruments.

Form for Ordinary Certificate of Acknowledgment

State of Texas

County of Burnet

Before me, Shelly Denton, on this day personally appeared
(insert the name and character of the office)

James Eyman, known to me (or proved to me on the oath of _____)

or through TX DL to be the person whose name is
(description of identity card or other document)

subscribed to the foregoing instrument and acknowledged to me that he executed the same
for the purposes and consideration therein expressed.

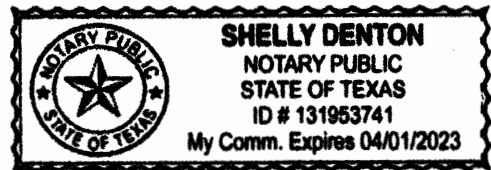
Given under my hand and seal of office this 24 day of June, 2019
Annexation Amendment to Oxbow Est.
#199500956
(year)

Shelly Denton
Notary Public's Signature

Shelly Denton
Printed Name of Notary Public

Notary Public, State of Texas

(NOTARY SEAL)



James R. Eyman
James R. Eyman
Secretary & Treasurer
Oxbow Estates POA

MAJORITY SUBDIVISION LOT OWNERS:

Signature pages follow for each respective property owner in the Subdivision of not less than 51% of the original lots in the Subdivision.

**COUNTERPART SIGNATURE PAGE TO
Petition for Amendment of Restrictive Covenants
For Contiguous Property Annexation
CONSENT OF MAJORITY SUBDIVISION LOT OWNERS**

Susan P. Klein, as an owner(s) and holder(s) of Lot
4, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

Susan P. Klein 435 Oxbow 6/23/19
Signature Address Date

Signature Address Date

Jim Cornelius, as an owner(s) and holder(s) of Lot
2, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

Jim Cornelius 211 Oxbow Trail 6-23-19
Signature Address Date

Signature Address Date

GREG & KRISTY RYAN, as an owner(s) and holder(s) of Lot
12, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

Greg Ryan 336 Oxbow 6-23-19
Signature Address Date

Signature Address Date

MARY & VICKI CROUSE, as an owner(s) and holder(s) of Lot
13, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

Mary Crouse 210 OXBOW 6/23/19
Signature Address Date

Signature Address Date

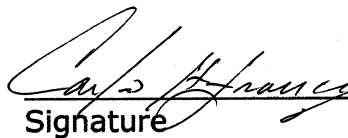
**COUNTERPART SIGNATURE PAGE TO
Petition for Amendment of Restrictive Covenants
For Contiguous Property Annexation
CONSENT OF MAJORITY SUBDIVISION LOT OWNERS**

Tom Ramey, as an owner(s) and holder(s) of Lot 1, Oxbow Estates, in the Subdivision do/does hereby join in the execution of this Petition for the purpose of evidencing consent hereto.

 203 Oxbow Trl 6/19/19
Signature Address Date

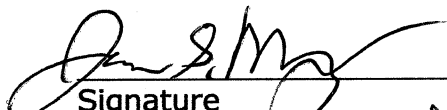
Signature Address Date

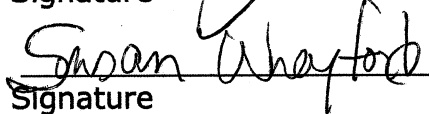
Carlos H Franco, as an owner(s) and holder(s) of Lot 14, Oxbow Estates, in the Subdivision do/does hereby join in the execution of this Petition for the purpose of evidencing consent hereto.

 114 Oxbow Trail MF 6/23/19
Signature Address Date

Signature Address Date

Jim Wrayford, as an owner(s) and holder(s) of Lot 5, Oxbow Estates, in the Subdivision do/does hereby join in the execution of this Petition for the purpose of evidencing consent hereto.

 505 Oxbow Trl 6/23/19
Signature Address Date

 505 Oxbow Trail 6/23/19
Signature Address Date

Heath & Sandra, as an owner(s) and holder(s) of Lot 8A, Oxbow Estates, in the Subdivision do/does hereby join in the execution of this Petition for the purpose of evidencing consent hereto.

 913 Oxbow Trail 6/23/19
Signature Address Date

 — — 6/23/19
Signature Address Date

**COUNTERPART SIGNATURE PAGE TO
Petition for Amendment of Restrictive Covenants
For Contiguous Property Annexation
CONSENT OF MAJORITY SUBDIVISION LOT OWNERS**

Michael & Kathy Ranger, as an owner(s) and holder(s) of Lot 6, Oxbow Estates, in the Subdivision do/does hereby join in the execution of this Petition for the purpose of evidencing consent hereto.

<u>Michael V. Ranger</u> Signature	<u>601 Oxbow Trail</u> Address	<u>6-23-19</u> Date
<u>Kathy Ranger</u> Signature	<u>601 Oxbow</u> Address	<u>6/23/19</u> Date

Jennifer + Yusuf Bulbulia, as an owner(s) and holder(s) of Lot 3, Oxbow Estates, in the Subdivision do/does hereby join in the execution of this Petition for the purpose of evidencing consent hereto.

<u>J Bulbulia</u> Signature	<u>241 Oxbow Trail</u> Address	<u>6/23/19</u> Date
<u>YF</u> Signature	<u>241 Oxbow Trail</u> Address	<u>6/23/19</u> Date

Deborah Nelson, as an owner(s) and holder(s) of Lot 8-B, Oxbow Estates, in the Subdivision do/does hereby join in the execution of this Petition for the purpose of evidencing consent hereto.

<u>Deborah Nelson</u> Signature	<u>923 Oxbow Trail</u> Address	<u>6-23-19</u> Date
_____ Signature	_____ Address	_____ Date

Jonathan + Linda Bradford, as an owner(s) and holder(s) of Lot 9C, Oxbow Estates, in the Subdivision do/does hereby join in the execution of this Petition for the purpose of evidencing consent hereto.

<u>JHB</u> Signature	<u>914 OXBOW TRAIL</u> Address	<u>6-23-19</u> Date
<u>Linda D. Bradford</u> Signature	<u>914 Oxbow Trail</u> Address	<u>6-23-19</u> Date

COUNTERPART SIGNATURE PAGE TO
Petition for Amendment of Restrictive Covenants
For Contiguous Property Annexation
CONSENT OF MAJORITY SUBDIVISION LOT OWNERS

James & Pia Eymann, as an owner(s) and holder(s) of Lot
10, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

<u>James Eymann</u> Signature	<u>600 Oxbow Trail</u> Address	<u>6/23/19</u> Date
<u>Pia M. Eymann</u> Signature	<u>600 Oxbow Trail, M.F</u> Address	<u>6/23/19</u> Date

James & Pia Eymann, as an owner(s) and holder(s) of Lot
11, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

<u>James Eymann</u> Signature	<u>600 Oxbow Trail</u> Address	<u>6/23/19</u> Date
<u>Pia M. Eymann</u> Signature	<u>600 Oxbow Trail, M.F</u> Address	<u>6/23/19</u> Date

_____, as an owner(s) and holder(s) of Lot
_____, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

_____ Signature	_____ Address	_____ Date
--------------------	------------------	---------------

_____ Signature	_____ Address	_____ Date
--------------------	------------------	---------------

_____, as an owner(s) and holder(s) of Lot
_____, Oxbow Estates, in the Subdivision do/does hereby join in the execution
of this Petition for the purpose of evidencing consent hereto.

_____ Signature	_____ Address	_____ Date
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_____ Signature	_____ Address	_____ Date
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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Janet Parker

Janet Parker, County Clerk

Burnet County Texas

6/24/2019 2:34:50 PM

FEE: \$54.00

201906371

PET

RESTRICTIVE COVENANTS

THE STATE OF TEXAS)

COUNTY OF BURNET)

KNOW ALL MEN BY THESE PRESENT

THAT W. HARVEY SMITH and CHARLES C. PIERCE (Grantors) the owners of Oxbow Development, a subdivision in Burnet County, Texas, according to the map or plat thereof recorded in Volume 652, Page 58 C-580, Plat Records, Burnet County, Texas, to which map or plat and its record reference is here made for further description, being a subdivision of 215 acres more or less out of the Arthur Luckey Survey No. 23, in Burnet County, Texas in consideration of the mutual benefits which will accrue to the owners of the lots in said subdivision, hereby adopt the following restrictions for the development of said subdivision, which restrictions shall be binding upon Grantors, its or their successors or assigns, and all person claiming under them or their heirs or assigns, unless amended as herein provided for and filed or record in the Deed of Records of Burnet County, Texas.

1. All lots shall be used for residential and home business purposes only.
2. No tract shall ever be divided or sub-divided *into more than three lots* or tracts and any tract resulting therefrom shall contain *not less than* five acres and shall front on a dedicated street or road.
3. No lot shall be used, sold or conveyed as a public or private *road* or street other than to provide ingress and egress to and from tracts in this subdivision.
4. Only one single family dwelling and any accompanying out-buildings shall be erected or placed on any one lot. The same owner of two adjacent lots may combine them for building purposes.
5. Any residence constructed on a lot shall be of all new material and shall have a living area of not less than 1200 square feet exclusive of garages, carports and porches, and a minimum of 25 percent of the outside construction shall be of brick, stone or masonry. Such single family dwelling shall not exceed two (2) stories in height.
6. No prefabricated, modular or mobile homes will be permitted on any lot.
7. Any detached building, garage, carport, shed, barn or structure or addition to the residence must of all new material and be constructed in a workman like manner. Any variation from this restriction must have prior written approval of the Grantors.
8. Except for fences no buildings or structures of any nature shall be located closer than twenty-five feet to any property line. Variations from these requirements may be granted in individual cases where tract size or topography make these requirements impractical but any such variation must have the prior written approval of the Grantors.

Vol 635 p. 6378

9. Any dwelling commenced on the subject property shall be completed with reasonable diligence and in all events shall be completed as to its exterior within six months from the commencement of construction. No building material of any kind shall be placed or stored on the subject property until the owner is ready to commence construction.

10. No trailer house, mobile home, camper, basement, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence or dwelling, either temporarily or permanently.

11. The residence and other buildings must be kept in a good state of repair and must be painted when necessary to preserve the attractiveness thereof.

12. All residences shall be constructed with a driveway of either concrete, asphalt or base material at least ten feet in width running from the street to the improvements.

13. No tract shall ever be used for outside unenclosed storage of any nature, nor shall any tract or part thereof be used or maintained as dumping ground for rubbish or debris or junk. Trash, garbage or other wastes shall not be permitted except in sanitary containers. All incinerators or cans or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and behind tract improvements so they are not readily visible from front of the tract. No dirt, soil, or gravel shall be removed from the property and transported elsewhere.

14. If a home business is conducted by the owner on any lot in the subdivision, such business shall be conducted in a manner so as to not create any excessive noise or pollution that would become a nuisance to any other property in the subdivision. If the home business involves equipment, such equipment shall be housed or screened in a manner that it is not visible from the road or adjacent properties.

15. For sale signs, signs by the contractor or builder erecting improvements on the property, and one (1) sign designating a home business will be permitted, provided that no sign of any type shall be larger in size than 2' X 2'.

16. Cars or other vehicles may not be stored on any tract in the area nor shall any car or vehicle that is not in running condition and regularly used be allowed on any tract for more than one week. No repairing of motor vehicles shall be permitted on any tract.

17. All buildings shall be equipped with approved sanitary plumbing fixtures and plumbing installation meeting the requirements of the National Plumbing Code and shall have sewage disposal and water supply facilities meeting the requirements standards of the State of Texas and Burnet County.

18. Livestock with the exception of hogs and specifically including, but not limited to, horses and cattle, and also poultry may be raised, bred and kept on any tract, provided they are not kept, bred or maintained for any commercial purpose. Dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. An FFA, 4-H club calf or lamb or similar project may be kept on the premises so long as same is not offensive to neighbors and is kept in a pen consistent with other improvements on the property specified herein. The number of animals permitted shall be limited to not more than one head per one and one-half acres.

19. All fences constructed must be of new materials and be built in a professional manner. Fences constructed of wire must contain a minimum of five strands.

20. An easement ten feet in width adjacent to the property line and around the entire perimeter of the subject property is expressly reserved for the purposes of constructing and maintaining conduits, telephones, electric light poles, towers and other equipment to supply any public or private utility services.

21. No building shall be constructed on the property until provisions have been made for drainage of surface water to off site without drainage across adjacent property. Drainage shall be into the street or road area or into natural drainage areas.

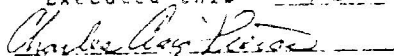
22. The owners of the legal title of not less than 51% of the original lots in the subdivision may amend or extend these restrictions and the matters set forth herein by filing an instrument containing such amendment in the office of the County Clerk of Burnet County, Texas.

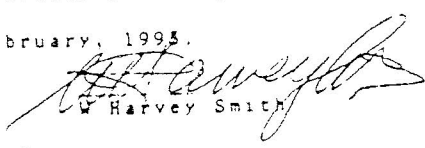
23. Without regard to whether or not such are recited in conveyances or referred to in conveyances, these covenants, conditions and restrictions shall be deemed covenants running with the land and shall be binding upon Grantors, its or their successors or assigns, and all persons claiming under it or its successors or assigns, unless amended as herein provided for and filed of record in the Deed records of Burnet County, Texas.

24. In the event any of the restrictions set forth in these covenants are violated, it shall be lawful for any other person or persons owning a lot in Oxbow Development to prosecute any proceedings at law, or in equity, against persons violating or attempting to violate any such covenants, to either prevent him from doing so, or to recover damages for such violation.

25. These restrictions are covenants running with the land and shall be binding on all parties claiming under them until January 1, 2005 at which time said restrictions shall automatically extend for successive periods of ten (10) years, unless amended as provided in Paragraph 22 hereof.

Executed this 13 day of February, 1993.


Charles Craig Pierce


W. Harvey Smith

State of Texas

County of Burnet

This instrument was acknowledged before me on February 13, 1995
by W. Harven Smith and Charles C. Pierce.



NANCY K. COLLINS
NOTARY PUBLIC
STATE OF TEXAS
Commission Expires 9-25-98

Nancy K. Collins
Nancy K. Collins, Notary Public

Commission expires 9/25/98

Vol 635 Page 381

956

FILED

COMPUTER

1995 FEB 13 AM 10:00

JANET PARKER
COUNTY CLERK
BURNET COUNTY, TEXAS

pd. \$15.00
Oxbow Partnership
3907 FM 2147 West
Marble Falls, Tx. 78654



Janet Parker
JANET PARKER, COUNTY CLERK
BURNET COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BURNET
I hereby certify that this instrument was FILED on the date and at the time
claimed by me and is RECORDED in Volume 1035
Page 20 of the Public Records
of Burnet County, Texas.



COUNTY CLERK
BURNET COUNTY, TEXAS

2/15/95

Janet Parker

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR
OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF BURNET
I hereby certify that this instrument was FILED in my office
on the date and at the time claimed by me and is
RECORDED in the Public Records
of Burnet County, Texas.

Oxbow Estates Property Owners Association Collection Policy

The Oxbow Estates Board of Directors has approved the following dues and assessments collection policy.

General:

All payments shall be made to Oxbow Estates POA, PO Box 556, Marble Falls, Texas 78654. An electronic payment method is preferred and is available by contacting the POA Treasurer. Payment by mailed check also is acceptable.

Annual Dues:

Lot Owners shall have the option to pay annual dues of \$600 in one or two payments. The first payment is due October 1st prior to the start of the POA's operating calendar year which is the immediately following January 1st. Owners can pay the complete year or half at that time. Should the lot owner choose to pay half with this first payment, a subsequent payment must be made no later than March 31st. Payment not received on October 1st shall be considered delinquent after 90 days and subject to accepted, standard business collection practices.

A missed October payment will be considered as half the annual dues for purposes of collection policy. After 90 days, this missed payment will accrue a late charge of \$30. If dues and late charge are not paid after an additional 20 days, the total amount due including the late charge shall be subject to an interest charge of 18% APR retroactive to January 1st. Should the past due amount including the late charge and interest along with the remaining half of the annual amount not be paid by March 31st, an additional \$30 late charge will be applied, and interest will continue to accrue on the balance due until payments are made in full.

An owner unable to pay in a timely manner can meet with the Board of Directors to demonstrate inability to pay to the stated schedule above. Such owner may be granted a method of assistance or other temporary arrangement until such time as all dues are back in good standing. Unless other arrangements are made, the account may be turned over to a collection agency.

Road Repair Assessment:

The primary method for paying the road repair costs is a loan secured from 1st United Bank of Marble Falls, Texas. In accordance with the loan Promissory Note of \$60,000, payments with interest are due the bank on the 1st of each month starting 30 days after the first draw. A special fee of \$71.85 assessed by lot shall be collected monthly to repay this road repair loan. The assessment shall be payable the 1st day of the month starting September 1, 2019. Assessments not paid within 20 days shall be considered delinquent and subject to accepted, standard business collection practices.

After 20 days, a missed payment will accrue a late charge of \$3. If the fee and late charge are not paid with the next subsequent payment(s), the total amount due including the late charges shall be subject to an interest charge of 18% APR retroactive to the 21st of the month in which the payment was due. Interest will continue to accrue until payments are made in full and the account is brought back to good standing.

A lot owner also has an option to pay their lot share of the road construction cost as a lump payment due immediately, or no later than October 15, 2019. No loan interest will need to be paid on lump payments. The lump payment will be based on the \$60,000 loan amount (\$3,000).

At the conclusion of work, and annually thereafter as appropriate, if total draws are less than \$60,000, and there are prepaids reducing principal borrowed, then refunds or reduced payments would be calculated and passed back to the owners.

An owner unable to pay in a timely manner can meet with the Board of Directors to demonstrate inability to pay to the stated schedule above. Such owner may be granted a method of assistance or other temporary arrangement until such time all dues are back in good standing. Should past due amounts not be paid by 180 days and other arrangements not made, the account may be turned over to a collection agency.