



NOTICE OF MEETING OF THE BURNET ECONOMIC DEVELOPMENT CORPORATION

Notice is hereby given that a **Regular Meeting** will be held by the Burnet Economic Development Corporation (BEDC) on the **17th day of May, 2022** at **3:00 p.m.** in the City of Burnet Council Chambers, 2402 Water Street (S. Hwy. 281 Burnet Municipal Airport), Burnet, TX. at which time, the following subjects will be discussed, to-wit:

This notice is posted pursuant to the Texas Government Code, Chapter §551-Open Meetings.

1. CALL TO ORDER:

2. CONSENT AGENDA:

- 2.1) Approval of the April 25, 2022 BEDC Special Meeting minutes

3. ACTION ITEMS:

- 3.1) Discuss and consider action: Lease Agreement with Wedding Oak Winery and possible assignment of lease.
- 3.2) Discuss and consider action: Declaration of Covenants Conditions and Restrictions to be placed on the Eastside Commercial Park on Highway 29 East.
- 3.3) Discuss and consider action: Related to the potential sale of all or portions of the Crossings at 281 South Commercial Park.
- 3.4) Discuss and consider action: Related to the sale of all or portions of the Eastside Commercial Park located on Highway 29 East.

4. EXECUTIVE SESSION:

4.1) Executive Session: The Board of Directors shall convene in executive session pursuant to Texas Government Code Sec. 551.072 to deliberate on the value of real property the purchase, exchange, lease, or value of real property as follows:

- (a) Eastside Commercial Park;
- (b) The Crossings at 281 South Commercial Park; and
- (c) Acquisition of real property to enhance Eastside Commercial Park; and

4.2) Executive Session: The Board of Directors shall convene in executive session pursuant to Texas Government Code Sec. 551.087 to deliberate regarding commercial or financial information the board has received from a business prospect that the board seeks to have

locate, stay, or expand within the corporate limits of the City of Burnet and with which the board is conducting economic development negotiations.

5. REQUESTS FROM BEDC FOR FUTURE REPORTS:

6. ADJOURN:

Dated this 13th day, of May, 2022

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the Burnet Economic Development Corporation, is a true and correct copy of said NOTICE and that I posted a true and correct copy of said NOTICE on the bulletin board, in the City Hall of said City, BURNET, TEXAS, a place convenient and readily accessible to the general public at all times, and said NOTICE was posted on May 13, 2022, at or before 3 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Leslie Kimbler, Assistant City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:

The City Council Chamber is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services, such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's office (512.756.6093) at least two working days prior to the meeting. Requests for information may be faxed to the City Secretary at 512.756.8560.

RIGHT TO ENTER INTO EXECUTIVE SESSION:

The Board of Directors for the Burnet Economic Development Corporation reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development

STATE OF TEXAS {}
COUNTY OF BURNET {}

On this the 25th day of April, 2022, the Burnet Economic Development Corporation of the City of Burnet convened in Special Session, at 3:00 p.m., at the Burnet City Council Chambers, 2402 S. Water Street, Burnet, with the following members present, to-wit:

Board Members: David Vaughn, Habib Erkan, Jr., Crista Goble Bromley, Danny Lester,
Wayne Brown, Cary Johnson

Absent Brad Zehner

City Secretary: Kelly Dix

Guests: Adrienne Feild, Mary Jane Shanes, Fay Crider, Gail Davalos

CALL TO ORDER: The meeting was called to order by Board President Cary Johnson at 3:02 p.m. and quorum was established.

CONSENT AGENDA:

Approval of the April 11th, 2021 BEDC Special Meeting minutes:

Board Member Crista Goble Bromley moved to approve the consent agenda as presented. Board Member Danny Lester seconded. The motion carried unanimously.

ACTION ITEMS:

Discuss and consider action: Participation in the High Demand Job Training grant through Texas Workforce Commission: Gail Davalos presented an update report on the Department of Labor programs for Electrical, Plumbing and Medical Certified Nursing Assistant trainings that the Texas Workforce Network High Demand Job Training Grant provides. Board Member Danny Lester made a motion to grant the Texas Workforce Network \$5,000.00 in funding for the training program. Board Member Wayne Brown seconded. The motion carried unanimously.

Discuss and consider action: The value and possible purchase of real property: Board Member Danny Lester made a motion staff to proceed with negotiating a contract to be presented to the BEDC Board members for review. Board Member Crista Bromley seconded. The motion carried unanimously.

Discuss and consider action: Declaration of Covenants Conditions and Restrictions to be placed on 13.51 Acres of land to be Subdivided as the Crossings at 281: Board Member Habib Erkan presented the draft of the Declaration of Covenants and Restrictions for the Crossings at 281 South Commercial Park. Board Member Danny Lester moved to approve the Covenants Conditions and Restrictions as presented. Board Member David Vaughn seconded. The motion carried unanimously.

Discuss and consider action: Related to the potential sale of all or portions of the Crossings at 281 South Commercial Park. No action taken

Discuss and consider action: Related to the sale of all or portions of the Eastside Commercial Park located on Highway 29 East: Board Member David Vaughn made a motion to adopt the same presented Covenants Conditions and Restrictions for Eastside Commercial Park as adopted for the Crossings at 281 South Commercial Park. Board Member Danny Lester seconded. The motion carried unanimously.

EXECUTIVE SESSION: No action taken.

The Board of Directors shall convene in executive session pursuant to Texas Government Code Sec. 551.072 to deliberate on the value of real property the purchase, exchange, lease, or value of real property as follows

(a) Eastside Commercial Park;

(b) The Crossings at 281 South Commercial Park; and

(c) Acquisition of real property to enhance Eastside Commercial Park; and

RECONVENE TO REGULAR SESSION:

ACTION:

REQUESTS FOR FUTURE REPORTS: None.

ADJOURN: There being no further business a motion to adjourn was made by Board Member David Vaughn at 4:44 p.m., seconded by Board Member Danny Lester. The motion carried unanimously.

ATTEST:

Kelly Dix, City Secretary

Cary Johnson, President
Burnet Economic Development Corporation



ITEM 3.1

Agenda Item Brief

Meeting Date:	May 17, 2022
Agenda Item:	Discuss and consider action: Lease Agreement with Wedding Oak Winery and possible assignment of lease.
Background:	To be presented at the meeting.
Information:	
Fiscal Impact:	
Recommendation:	To be determined by the board.



ITEM 3.2

Agenda Item Brief

Meeting Date:	May 17, 2022
Agenda Item:	Discuss and consider action: Declaration of Covenants Conditions and Restrictions to be placed on Eastside Commercial Park at Highway 29.
Background:	The draft of the Declaration of Covenants Conditions and Restrictions for the Eastside Commercial Park will be provided to all for review and discussion.
Information:	
Fiscal Impact:	
Recommendation:	To be determined by the board.

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR DRIVER'S LICENSE NUMBER.

**RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS**
East Side Commercial Park Subdivision

THE STATE OF TEXAS	§	
	§	KNOW ALL PERSON BY THESE PRESENTS
<i>COUNTY OF BURNET</i>	§	

THIS RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, is made on the date hereafter set forth by, the Burnet Economic Development Corporation, a municipal development corporation (hereinafter referred to as "Declarant") as follows:

Recitals:

WHEREAS, Declarant is a Type B Economic Development Corporation, established by the City Council of Burnet, Texas, pursuant to the Development Corporation Act of 1979; and

WHEREAS, pursuant to the Act Declarant is charged with promoting sustainable economic development within the City of Burnet for the benefit of the community; and

WHEREAS, Declarant is the owner of certain property in Burnet County, Texas, which is Lot 7-D (3.44 acres) and Lot 7-F (8.28 acres) in Burnet County, Texas as more particularly described as **the Replat of Lot 7-C East Side Commercial Park Subdivision** according to the Map or Plat recorded as Document No. 201902804 in the Public Records of Burnet County, Texas; and

WHEREAS, Declarant has expended significant funds in the construction of both Richard Sanders Parkway and a Detention Pond; as well as for site work necessary for the preparation of the Lots for development; and

WHEREAS, Declarant has invested in the aforementioned subdivision improvements and adopts this Declaration to insure that improvements to the subdivision shall enhance the commercial building stock, and become an incubator for economic development, within the City of Burnet, Texas; and

WHEREAS, Declarant by that certain instrument entitled “*Declaration of Covenants, Conditions and Restrictions*” recorded as Document No. 202012141, placed restrictive covenants on the Property; and

WHEREAS, Declarant by this instrument wishes to restate and amend the instrument recorded as Document No. 202012141.

NOW, THEREFORE, Declarant hereby declares that Lot 7-D and Lot 7-F as described in the Map shall be held, sold and conveyed, subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property, and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS

Architectural Control Committee (“ACC”) shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of improvements upon the property, and to enforce these Restrictions.

Administrator shall mean either Declarant or City exercising their rights under Article VIII.

Association shall mean the East Side Commercial Park Property Owners Association.

City shall mean the City of Burnet, Texas.

City Code shall mean the City of Burnet’s Code of Ordinances as same may amended from time to time.

Declarant shall mean and refer to the Burnet Economic Development Corporation, and in the event the Burnet Economic Development Corporation is ever dissolved Declarant shall mean the City of Burnet or such successor corporation established by the City of Burnet to fulfill the duties of the Burnet Economic Development Corporation.

Declaration shall mean that certain instrument entitled “*Declaration of Covenants, Conditions and Restrictions*” recorded as Document No. 202012141, in the Public Records of Burnet County, Texas.

Detention Pond shall mean the pond constructed by Declarant, in accordance with the Construction Plans and applicable regulations of the City, for the purpose of providing

Water Quality Controls and reducing the peak storm-water runoff delivered to storm sewers and streams from Lot 7-F and Richard Sanders Parkway.

Drainage Easement shall mean the area shown on the Subdivision Plat located on the southern end of Lot 7-F that is designated as Drainage Easement.

Design Guidelines shall mean and refer to those certain Development Design Guidelines for the Subdivision adopted by the Architectural Control Committee, as the same may be amended by the Architectural Control Committee from time to time, and any additional criteria and guidelines established by the Architectural Control Committee which set forth those particular standards, restrictions, guideline, recommendations and specification applicable to architecture design, construction, placement, location, alteration and maintenance of improvements, landscaping and vegetation on Lots within the Subdivision. The Design Guidelines shall be consistent with terms, provisions and restrictions set forth in the Declaration.

Development Period shall mean that period that begins with the recordation of this Declaration in the Public Records of Burnet County, Texas, and that shall conclude upon both: (i) the Declarant's sale of all Property within the Subdivision; and, (ii) the completion of development on the Lots sold by Declarant as evidenced by the issuance of certificates of occupancy for all buildings to be developed on said Lots; and (iii) Declarant files a Recorded Instrument stating "*Conclusion of the Development Period*" has occurred.

Improvements shall mean every structure and all appurtenances thereto of every type and kind located on the Property, including but not limited to buildings, outbuildings, parking lots garages, storage buildings, fences, trash enclosures, animal enclosures, screening walls, retaining walls, dams, stairs, decks, landscaping, all exterior lighting, poles, signs, exterior air conditioning, water softener fixtures or equipment and poles, pumps, wells, tanks reservoirs, pipers, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

Lot shall mean and refer to any plot of land shown upon the recorded subdivision, or re-subdivision, map or plat of the Properties.

Lot 7-D shall mean the 3.44 acre, more or less, lot designated on the Map as Lot 7-4.

Lot 7-F shall mean the 8.28 acre, more or less, lot designated on the Map as Lot 7-F.

Map or Plat shall mean the Subdivision Plat establishing the **Replat of Lot 7-C East Side Commercial Park Subdivision** according to the Map or Plat Recorded as Document No. 201902804, in the Public Records of Burnet County, Texas; and, attached hereto as **Exhibit "A"**.

Owner shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, but excluding those having such interest merely as security for the performance of an obligation.

Plans and Specification shall mean any and all documents designed to guide or control the construction or erection of any improvements, including but not limited to those, indicating location size, building height, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, clearing plans, utility plans (including pole location), landscaping and fencing plans, signage, lighting, elevation drawings, floor plans, specification on all building products and construction techniques, samples or exterior colors, plans for utility services, and all other documentation or information relevant to such improvements.

Property or Subdivision means and refer to Lot 7-D and Lot 7-F as shown on the Map.

Recorded Instrument shall mean a writing recorded in the Public Records of Burnet County, Texas.

Restatement shall mean this Restated and Amended Declaration of Covenants, Conditions, and Restrictions.

Richard Sanders Parkway shall mean the Public Rights of Way so designated on the Subdivision Plat, and which serves as a public road providing ingress and egress to the lots within the Subdivision.

Subdivision shall mean collectively the lots shown on the Subdivision Plat.

Water Quality Controls shall mean those water quality control requirements prescribed by City of Burnet Code of Ordinances Sec. 98-65 and Chapter 98 Article VIII, as same may be amended, or re-codified.

II. PROPERTY OWNERS' ASSOCIATION.

2.1 **Creation of Association.** To maintain standards and requirements for the Subdivision set forth herein, Declarant hereby establishes the **East Side Commercial Park Property Owner's Association** as an unincorporated nonprofit organization authorized to enforce these covenants pursuant to the authority prescribed in the constitution and statutes of this state, including but not limited to Texas Property Code Section 202.004.

2.2 Membership and Voting Rights; Board of Directors.

- (a) **Membership.** Every Owner shall be a member of the Association. The foregoing does not include persons or entities who hold an interest merely as a security for the performance of an obligation. No Owner or Lot shall have more than one (1) membership in the Association ("Membership"). Membership in the Association shall not be assignable except to a successor

in interest of the Owner, and every Membership of an Owner in the Association shall be appurtenant to, and may not be separated from, fee ownership of its Lot.

- (b) **Voting Rights.** Prior to the Conclusion of the Development Period Declarant shall retain all of the voting rights and the Members, other than Declarant, shall have no voting rights. Upon the Conclusion of the Development Period, all Members shall be entitled to one (1) vote for each acre owned by such member. In the event a Member's Lot does not equal a whole acre or an integral multiple thereof, then such additional portion of an acre shall be entitled to a fractional vote (measured in tenths) equal to the portion of acreage so owned which is not a whole acre. Notwithstanding the foregoing, all Members shall be entitled to attend any meeting of the Association or the Board of Directors thereof. Any lawful action permitted in this Declaration taken by the Association in accordance with the voting percentages set forth in this Declaration shall be deemed binding on all Owners, their successors, and assigns. Prior to the Conclusion of the Development Period, Declarant shall have sole authority to approval all matters to be approved by the Association. After the Conclusion of the Development Period, all matters to be approved by the Association must be so approved by a minimum of greater than fifty percent (50%) of the votes present in person or by proxy at a meeting at which a quorum shall have been attained.
- (c) **Board of Directors.** Prior to the Conclusion of the Development Period Declarant may appoint one or more persons to govern the Association who shall not be required to be a Member. After the Conclusion of the Development Period, the Association shall be governed by the Board of Directors of at least three members (the "Board") which shall be elected, by the Members for two-year terms. A board member may serve concurrent terms and does not have to be a member. The Board of Directors may adopt bylaws and other instruments of governance; provided that same does not include terms or conditions contrary to this Declaration.
- (d) **Association's Duties and Powers.** Without limiting any other powers granted to it elsewhere in this Declaration, the Association, acting through the Board, shall have the powers and duties which may be necessary or proper for or incidental to the exercise of any of the express powers and duties granted to it by this Declaration; including the power to enforce the terms and conditions of Articles IV, V, VI, VII, and VIII herein.

III. ARCHITECTURAL CONTROL COMMITTEE

Declarant, as an economic development corporation duly established by election of the citizens of Burnet has a substantial interest in ensuring that Improvements within the Property: (i) enhances the commercial building stock, and creates an incubator for economic development, within the City of Burnet; and, (ii) do not impair Declarant's ability to market and sell all or any portion of the

Property. Until Declarant has delegated its right to appoint and remove all members of the ACC to the Board as provided in Section 3.02(a) below, the ACC will be acting solely in Declarant's interest and will owe no duty to any other Owner or the Association.

3.1 **Construction of Improvements.** No Improvement may be erected, placed, constructed, or remodeled on any Lot, and no Lot may be re-subdivided or consolidated with other Lots or Property, by anyone other than Declarant without the prior written approval of the ACC.

3.2 **Architectural Control Committee.**

- (a) **Composition.** The ACC will be composed of not more than three (3) appointees, as provided below, who will review Improvements, or the re-subdivision or consolidation of Lots, proposed to be made by any Owner other than Declarant. Declarant will have the right to appoint and remove (with or without cause) all members of the ACC. At the Conclusion of the Development Period Declarant shall assign its right to appoint all Members of the ACC to the Owners and the Association by Recorded Instrument, and thereafter, the Owners acting through its Association shall have the right to appoint and remove (with or without cause) all members of the ACC. The ACC will have the right to employ consultants and advisors as it deems necessary or appropriate.
- (b) **Submission and Approval of Plans and Specifications.** Plans and Specifications, or when an Owner desires solely to re-subdivide or consolidate Lots, a proposal for such re-subdivision or consolidation, will be submitted in accordance with the Design Guidelines, if any, or any additional rules adopted by the ACC together with any review fee which is imposed by the ACC in accordance with Section 3.02(c) to the ACC at the offices of Declarant, at such address as may hereafter be designated in writing from time to time. No re-subdivision or consolidation will be made, nor any Improvement placed or allowed on any Lot, until the Plans and Specifications have been approved in writing by a Majority of the members of the ACC. The ACC may, in reviewing such Plans and Specifications consider any information that it deems proper; including, without limitation, any permits or environmental impact statements that may be required by the ACC or any other entity. The ACC may postpone its review of any Plans and Specifications submitted for approval pending receipt of any information or material which the ACC, in its sole discretion, may require. The Plans and Specifications must be approved by the ACC prior to site work on any Lot, or the construction of any Improvements. The ACC may refuse to approve Plans and Specifications for proposed Improvements, or for the re-subdivision or consolidation of any Lot on any grounds that, in the sole and absolute discretion of the ACC, are deemed sufficient, including, but not limited to, purely aesthetic grounds.
- (c) **Design Guidelines.** Declarant may adopt the initial Design Guidelines and, during the Development Period, will have the power from time to time, to adopt (unless previously adopted by Declarant), amend, modify, or supplement the Design Guidelines, if any. In the event of any conflict between the terms and provisions of the Design Guidelines, if any, and the terms and provisions of this Declaration, the terms and provisions of this Declaration will control. In addition, the ACC will have the power and authority to impose a reasonable fee for the review of Plans and

Specifications and other documents and information submitted to it pursuant to the terms of this Declaration. Such charges will be held by the ACC and used to defray the administrative expenses incurred by the ACC in performing its duties hereunder. The ACC will not be required to review any Plans until a complete submittal package, as required by this Declaration and the Design Guidelines, is assembled and submitted to the ACC. The ACC will have the authority to adopt such additional procedural and substantive rules and guidelines (including, without limitation, the form of plan submittals, imposition of any requirements for certificates of compliance, or completion relating to any Improvement, and the right to approve in advance any contractor selected for the construction of Improvements), not in conflict with this Declaration, as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

- (d) **Actions of the ACC.** The ACC may, by resolution unanimously adopted in writing, designate one or more of its members, or an agent acting on its behalf, to take any action or perform any duties for and on behalf of the ACC, except the granting of variances. In the absence of such designation, the vote of a Majority of all of the members of the ACC taken at a duly constituted meeting will constitute an act of the ACC.
- (e) **Failure to Act.** During the Development Period, in the event that any Plans are submitted to the ACC to the address stated in Section 10.1 as provided herein, and the ACC fails either to approve or reject such Plans and Specifications within a period of ninety (90) days following such submission, approval of such Plans by the ACC will be deemed presumed unless an extension of time for review and action by the ACC has been agreed to by both parties. In furtherance, and not in limitation, of the foregoing, any failure of the ACC to act upon a request for a variance will not be deemed a consent to such variance, and the ACC's written approval of all requests for variances will be expressly required.
- (f) **Variances.** The ACC may grant variances from compliance with any of the provisions of the Design Guidelines, if any, or this Declaration, when, in the opinion of the ACC, in its sole and absolute discretion, such variance is justified. All variances must be evidenced in writing and must be signed by at least a majority of the members of the ACC. Each variance must also be recorded; provided however, that failure to record a variance will not affect the validity thereof or give rise to any claim or cause of action against the ACC, including the Declarant or its designee, the Association, or the Board. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or the Design Guidelines, if any, will be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance will not operate to waive or amend any of the terms and provisions of this Declaration or the Design Guidelines, if any, for any purpose except as to the particular Lot.
- (g) **Duration of Approval.** The Approval by the ACC of any Plans, and any variances granted by the ACC, will be valid for a period of three hundred and sixty-five (365) days only. Such Approval shall expire if construction in accordance with such Plans or variance is not commenced within such time and diligently prosecuted to completion within either:

- (1) one year after commencement of construction; or
- (2) such other period thereafter as determined by the ACC, in its sole and absolute discretion.

In the event such Approval expires, the Owner shall be required to resubmit such Plans and specifications or request for a variance to the ACC, and the ACC will have the authority to re-evaluate such Plans and specifications in accordance with this Article and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

- (h) **No Waiver of Future Approvals.** The approval of the ACC to any Plans or Specifications for any work done or proposed in connection with any matter requiring the approval or consent of the ACC will not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the ACC.
- (i) **Non Liability of Committee Members.** NEITHER DECLARANT, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, NOR ANY MEMBER OF SAID COMMITTEE WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE ARCHITECTURAL CONTROL COMMITTEE'S DUTIES UNDER THIS DECLARATION.

IV. ARCHITECTURAL STANDARDS

- 4.1 **Objective.** Declarant's purpose in establishing the Subdivision is to provide a first class commercial development with "Hill Country" architectural style and materials (such as native stone, plaster or stucco and standing seam metal roofs). It is the objective of the ACC to protect and preserve Declarant's vision for the Subdivision to the maximum extent feasible in furtherance of promoting the economic development of the community.
- 4.2 **Site Plan.** Such protection requires careful site planning.
 - (a) **Site Plan Approval.** The ACC must approve building site locations and building heights before construction authorization, under Article III, will be given. Each building should maintain setbacks from roadways and property lines, as determined by the City Code zoning regulations.
 - (b) **Additional site planning approval.** Site grading, surface drainage, erosion control and landscaping shall be a part of the architectural review process. The ACC may require detailed plans on each of the above.
- 4.3 **Facades and external faces of buildings.** This section applies to all buildings proposed to be constructed or placed on a Lot. All exterior walls shall be one-hundred percent (100%) by area, composed of masonry or masonry veneer, said

percentage to apply to the aggregate area of each wall, excluding door, window and similar openings. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock, and all other materials commonly referred to in the Burnet, Texas, area as masonry; but shall not include Exterior Insulation and Finish System (“EIFS”), HardiePlank, or similar fiber cement siding, products. Notwithstanding the foregoing, the ACC is empowered to grant a variance to this restriction if, in its sole discretion, such variance is advisable in order to accommodate a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the Subdivision. Such variance must be in writing and signed by a majority of the ACC.

- 4.4 **Fencing.** In order to ensure a general uniformity of appearance of those fence sections that can be viewed from a street, any and all fences erected on areas readily apparent and visible from streets and on all corner Lots along that portion of side or rear yards fronting on side streets, fences shall be six foot (6’) in height and of such materials as may be approved by the ACC. In no event shall any fence extend any closer to the street fronting the main structure than the front outermost corners of such structure. Notwithstanding the foregoing, the ACC is empowered to provide a variance to the aforesaid fence limitations in connection with retaining walls and decorative walls if, in its sole discretion, such variance is advisable in order to accommodate a unique, attractive or advanced building concept design or material and the resulting decorative wall and/or retaining wall will not detract from the general appearance of the Subdivision.
- 4.5 **Accessory buildings.** No accessory building, or outbuilding of any kind, may be constructed or placed on a Lot without the ACC approval of the proposed building’s design, materials, size, and location.
- 4.6 **Screening.**
- (a) **Refuge collection.** All rubbish, trash, garbage, debris, and other waste (including paper), all garbage collection facilities, and all incinerators, trash bins, trash compactors, storage tanks, and like equipment, which would otherwise be open or exposed to public view, shall be stored within fully enclosed masonry dumpster enclosures which shall be of sufficient height and capacity to screen all contents from view.
 - (b) **Equipment.** Unless otherwise prohibited by City Code, mechanical equipment, such as air conditioning equipment, heating equipment, cooling towers, ventilating equipment, electrical equipment shall be reasonably screened from public view by parapet wall, fencing, or landscaping.
 - (c) **Loading docks.** All loading docks, service delivery and maintenance areas, which would otherwise be open or exposed to public view, shall be screened from public view.

- 4.7 **Signs.** All signs visible from a public street must be approved by the ACC before installation. The ACC shall review the proposed design, materials, and location to ensure the proposed sign is of professional quality and construction and of a type customarily used in first class commercial development. Signs must comply with all applicable laws, rules, regulations and building codes, including the City of Burnet's sign ordinance.
- 4.8 **Lighting.** All exterior lighting must be approved by the ACC and shall be installed, regulated and maintained by the Lot Owner in such a manner that the direct beam of any such light shall be oriented so that it will not glare upon any neighboring property and any illumination from direct or indirect lighting in, on, or over the ground at or beyond the boundary of the Lot will be minimized. In addition, all exterior lighting shall comply with the Airport Protection requirements of Section 5.3.
- 4.9 **Landscaping.** Each finished Lot shall be landscaped as required by the City of Burnet's Code of Ordinances and approved by the ACC. Owners are encouraged to feature native trees, shrubs and plants in Lot landscapes.
- 4.10 **Driveways and parking areas.** All driveways and parking areas shall be surfaced with concrete or asphalt and spaces shall be striped in accordance with the requirement of the City Code of Ordinances. Parking lot design must be approved by the ACC, to assure safe and efficient traffic circulation.
- 4.11 **Antennae.** Antennae must be approved by the ACC before installation on a Lot. All permitted antennas or dishes shall be reasonably concealed from public view by parapet wall, fencing, or landscaping. In addition, all antennae shall comply with the Airport Protection requirements of Section 5.3.

V. PERMITTED AND PROHIBITED USES.

- 5.1 **Zoning classification.** Each Lot shall be designated with a zoning classification as authorized by the City Code; and, except as provided in this Declaration, may be used for any use authorized by the City Code for such designated zoning classification.
- 5.2 **Prohibited uses or activities - generally.** The prohibitions described below shall apply to any and all Lots or any portion of such Lots.
- (a) No noxious or offensive activity shall be carried out on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any neighboring Lot.
 - (b) No Owner shall do any work that will impair the structural soundness or integrity of a neighboring Lot or impair any easement or hereditament, nor

do any act nor allow any condition to exist which will adversely affect the other Lots or Lot Owners.

- (c) No exterior speakers, horn, whistles, bells or other sound devices (except security alarms as authorized by the City Code) shall be placed or used upon any Lot, unless otherwise approved by the ACC.
- (d) No hazardous material or flammable liquids shall be stored on any Lot without compliance with all applicable laws, rules, regulations, statutes, ordinances, and codes, including without limitations the City Code.
- (e) No wrecked, junked, or inoperable vehicle shall ever be kept, parked, stored, or maintained on any part of a Lot.
- (f) Business activities that are strictly prohibited by these Covenants, and which shall not be conducted on any Lot or any portion thereof, include the following:
 - (1) “*sexually oriented businesses*” (as the term is currently defined in Section 243.002 of the Texas Local Government Code); and
 - (2) outside storage or sale of junk or second hand materials.

- 5.3 **Prohibited uses or activities – Airport protection.** Uses and activities that create electrical interference with navigational signals or radio communications between the Airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create potential bird strike hazards, or otherwise in any way endanger or interfere with the landing, taking off, or maneuvering of aircraft intending to use the Airport are prohibited on any Lot or portion of any Lot. All structures, improvements, and uses shall be in compliance with all applicable federal, state, and local laws.

VI. PROPERTY MAINTENANCE.

- 6.1 **Landscaping.** Grass, weeds and vegetation on each Lot shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from a Lot and replacements of equal quality or value promptly installed. Landscaping must be properly maintained and fences must be repaired and maintained; as determined by the ACC.
- 6.2 **Rubbish and Debris.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon a Lot and no odors shall be permitted to arise there from so as to render such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or its occupants. Refuse, garbage and trash shall

be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view.

- 6.3 **Noise.** No noise or other nuisance shall be permitted to exist or operate upon any portion of a Lot so as to be offensive or detrimental to any other portion of the Property or to its occupants.
- 6.4 **Unsightly Articles.** No article deemed to be unsightly by the ACC shall be permitted to remain on any Lot so as to be visible from any other portion of the Subdivision or public or private thoroughfares. No automobiles or other vehicles (including, but not limited to, farm equipment) may be parked overnight on any roadway within a Lot. Service area, storage area, loading area and compost piles shall be appropriately screened from view from public or private thoroughfares and other properties and no lumber, grass, plant waste, shrub or tree clippings, propane tank, metals, bulk materials or scrap or refuse or trash shall be kept, stored or permitted to accumulate on any portion of the Property except within enclosed structures of appropriately screened from view from public or private thoroughfares and adjacent properties.
- 6.5 **Repairs.** All improvements upon any Lot shall be at all times kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof; however, any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement, shall be performed only with the prior written approval of the ACC.
- 6.6 **Drainage.** There shall be no interference with the established drainage patterns over any of the Property, unless adequate provision is made for proper drainage; as approved by the City Engineer. Each Owner shall be responsible for the maintenance, repair and replacement of drainage facilities on their Lot. Additional requirements imposed on Lot 7-F are stated in Article VIII., below.
- 6.7 **Temporary Structures.** No temporary structures, including but not limited to tents or construction trailers, shall be allowed; unless approved by the AAC for a specific period of time.

VII. CONSTRUCTION ACTIVITIES.

- 7.1 **Generally.** Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Subdivision. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, porting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver

of the applicable provision may be granted by the ACC, provided that such waiver shall be only for the reasonable period of such construction. The ACC is also empowered in the event of a dispute to set a reasonable schedule including days of the week and times for the performance of construction activities.

- 7.02 **Unfinished Structures.** No structure shall remain unfinished, and not issued a Certificate of Occupancy, for more than twelve (12) months after the same has been commenced.

VIII. DETENTION POND.

- 8.1 **Construction.** Declarant has constructed the Detention Pond within the Drainage Easement designed to accept storm-water runoff from Lot 7-F and Richard Sanders Parkway and to provide Water Quality Controls to mitigate non-point source pollution generated by such storm-water.
- 8.2 **Maintenance and Repair.** The Owner of Lot 7-F shall maintain, and make necessary repair to, the Detention Pond; including but not limited to the mowing of vegetation, removing obstructions, and making necessary repairs so that the Detention Pond operates in compliance with all applicable regulations of the City; and, functions as designed in the Construction Plans. Failure of the Owner of Lot 7-F or, in the event Lot 7-F be subdivided, the owners of such subdivided lots, to maintain or repair the Detention Pond said Owner, or owners, shall be in default.
- 8.3 **Enforcement.** This Article VIII., is enforceable by the Declarant or by the City, who has an interest in the assured compliance with the detention pond maintenance and repair terms and conditions of this Declaration as holders of the rights of way interest in Richard Sanders Parkway.
- (a) **Notice and Cure.** Declarant or City alleging a default of this Article VIII., shall give not less than fifteen (15) days' ("**Cure Period**") written notice to the Owner alleged to be in default, specifying the nature of the alleged default and, when appropriate, the manner in which the alleged default may be satisfactorily cured. Copies of any notice of a default shall also be contemporaneously sent to defaulting Owner's lender if the Administrator has previously received notice of such lender.
- (b) **Exigent circumstances.** Notwithstanding the preceding sentence, if the nature of the alleged default is such that the giving of such written notice is impractical due to a threat of harm to life or property then the Administrator shall give such notice as may be reasonable under the circumstances.
- (c) **Default.** If an Owner fails to maintain and repair the Detention Pond as required by this Article VIII., said Owner shall be in violation of these Covenants; and if such Owner does not within the Cure Period commence

and thereafter proceed continuously and with reasonable diligence to cure such violation, such Owner will be in default.

- (d) **Remedies.** Hereinafter in this subsection (d) the Declarant City, in the enforcement of remedies provided herein shall be referenced as “Administrator”. Upon a default by an Owner, the Administrator may thereafter elect in its reasonable discretion (but without any obligation to do so) to any or all of the following:

- (1) *Remedial Action.* An Administrator may take remedial action by performing the unperformed portion of the obligations, covenants, or agreements of the defaulting Owner, and for such purpose may enter onto the defaulting Owner’s property with its contractors and agents without liability for trespass. In performing the work an Administrator shall have the benefit of all easements of the defaulting Owner which may be required, necessary or appropriate to perform the remedial action, and may further take over and use all or any part or parts of the labor, materials, supplies and equipment contracted for by or on behalf of defaulting Owner. Additionally, in performing the remedial action an Administrator may in good faith pay, settle, or compromise all bills or claims for labor performed and materials furnished in connection with such action, whenever incurred. The defaulting Owner shall be obligated to pay an Administrator performing the remedial action upon demand all costs, expenses and disbursements (including reasonable attorney’s fees) reasonably incurred by the Administrator performing the remedial action, except to the extent that such costs, expenses or disbursements are attributable to the negligence or willful misconduct of the Administrator performing the remedial action, or a person or and entity for whom such Administrator was legally responsible.
- (2) *Other Remedies.* An Administrator may pursue such other remedies as may be available at law or in equity, including, without limitation, the right to enforce specific performance; provided, however, that in no event shall termination of this Declaration be an available remedy. The obligations provided by this Articles VIII., may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by an Administrator or those parties benefited by this Declaration; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

- (e) **Subdivision of Lot 7-F.** In the event Lot 7-F is further subdivided, the owner of each lot created by such subdivision shall be jointly and severally liable to comply with the obligations set out in this Article. Moreover, the deed, or other instrument conveying ownership interested in such subdivided lot shall make reference to said obligations; and, provision shall be made for the assessments of the costs of maintenance and repair of the Detention Pond against each lot created by such subdivision.
- (f) **Survival.** Notwithstanding any provision herein to the contrary, this Article VIII., shall remain in full force and effect in perpetuity unless, addition to the requirements set out in Article IX, below, an instrument terminating or amending these Covenants is approved by resolution of the Burnet City Council prior to recordation.

IX. TERM AND AMENDMENT

- 9.1 **Term.** This Declaration shall be binding upon the undersigned and all parties and persons claiming through and under it for an initial term of thirty (30) years from the date this Declaration is recorded in the Official Public Records of Burnet County, Texas. Thereafter this Declaration shall be automatically renewed for successive twenty (20) year terms; provided however after the expiration of the initial term this Declaration may be terminated by Recorded Instrument signed by the Owners of not less than seventy-five percent (75%) of the Property confirming their consent to such termination. In the event these Covenants are terminated, Article VIII., shall survive and remain in full force and effect until such time as same is terminated as provided in Article VIII., herein.
- 9.2 **Amendment.** This Declaration may be amended during the first thirty (30) year period by an instrument signed by the Declarant (so long as Declarant owns any Lot within the Property). After the expiration of such thirty (30) year period, or after Declarant owns no Lots within the Property, whichever occurs sooner, this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Property. In the event these Covenants are amended, Article VIII., shall survive and remain unamended and in full force and effect until such time as same is terminated or amended as provided in Article VIII., herein.

X. GENERAL PROVISIONS

- 10.1 **Notices.** All notices must be in writing and must be given as required or permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed (a) to a Member, at the Member's last known address according to the Property Owners Association's records, and (b) to the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments,

actual notice, however delivered, is sufficient. For purposes hereof, until changed by written notice from Declarant to Owners, notice to Declarant, the Property Owners Association or the ACC shall be given to the address that follows:

Burnet Economic Development Corporation
P.O. Box 1369
Burnet, Texas 78611

- 10.2 **Covenants Run with the Land.** The terms of this Declaration shall constitute covenants running with, and shall be appurtenant to, the land affected by this Declaration for the term hereof. All terms of this Declaration, shall inure to the benefit of, and be binding upon the Owners and their respective assigns and successors in title.
- 10.3 **Negation of Partnership or Other Entity.** None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Owners, nor shall it cause them to be conserved joint venturers or members of any joint enterprise.
- 10.4 **Enforcement.** Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. To the fullest extent allowed by law the Association shall be entitled to an award of reasonable attorney's fees and other reasonable costs incurred in the enforcement of these Covenants.
- 10.5 **Gender.** The gender of the wording throughout this Agreement shall always be interpreted to mean either sex; and, where the context requires, the plural of any word shall include the singular.
- 10.6 **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect. Further it is the intent of Declarant that should any one of these covenants or restrictions be held invalid, it be replaced by valid covenant or restriction that, to the extent reasonably possible, fulfills the intent of the invalid covenant or restriction
- 10.7 **Leases.** Any lease agreement between an Owner and a lessee pertaining to a Lot shall provide that the lease shall be subject in all respects to the provisions of this Declaration, and any failure by the lessee to comply with the terms of this Declaration shall be a default under the lease. All such leases shall be in writing.

- 10.8 **Binding Effect.** This Declaration shall be binding upon the parties hereto, together with all Owners and occupants of the Lots, and their respective heirs, legal representative, successors and assigns.
- 10.9 **No Personal Liability.** There shall absolutely be no personal liability of the elected and appointed officers, employees, consultants or contractors of Declarant, or the City of Burnet, Texas; nor shall there be any personal liability of the members of the Board of Directors or the ACC.
- 10.10. **Effect of Restatement on Declaration.** This Restatement amends and supersedes the Declaration and in the event of any conflict between the Declaration and this Restatement, this Restatement shall prevail.

[Signatures on Following Page]

EXECUTED to be effective the ____ day of _____, 2022.

DECLARANT

THE BURNET ECONOMIC
DEVELOPMENT CORPORATION

Cary Johnson, President

STATE OF TEXAS §
 §
COUNTY OF BURNET §

This instrument was acknowledged before me on the ____ day of _____, 2022, by Cary Johnson, as president of the Burnet Economic Development Corporation and on behalf of said corporation.

Notary Seal

Notary Public, State of Texas

ATTACHMENTS:
Exhibit “A” (map)

STATE OF TEXAS
COUNTY OF BURNET:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT THE BURNET ECONOMIC DEVELOPMENT CORPORATION, BEING THE OWNER OF THAT CERTAIN LOT 7-C AS SHOWN ON THE PLAT OF A REPLAY OF LOT NO. 7A, EAST SIDE COMMERCIAL PARK, RECORDED IN DOCUMENT NO. 20180440 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND BEING OUT OF THE JOHN HAMPTON SURVEY NO. 1, ABSTRACT NO. 405, CITY OF BURNET, BURNET COUNTY, TEXAS, DOES HEREBY REPLAY SAME AND DOES HEREBY DEDICATE THE ATTACHED REPLAY TO BE KNOWN AS "A REPLAY OF LOT NO. 7-C, EAST SIDE COMMERCIAL PARK" AS THE OFFICIAL PLAT OF SAME AND DOES HEREBY DEDICATE THE STREETS AND EASEMENTS TO THE USE OF THE PUBLIC FOREVER.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF BURNET, TEXAS.

WITNESS MY HAND THIS 22 DAY OF March, 2019.

BURNET ECONOMIC DEVELOPMENT CORPORATION
CARY JOHNSON, PRESIDENT

STATE OF TEXAS
COUNTY OF BURNET:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CARY JOHNSON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

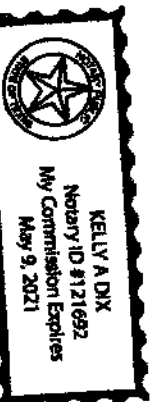


STATE OF TEXAS
COUNTY OF BURNET:

THE ATTACHED PLAT OF "A REPLAY OF LOT NO. 7-C, EAST SIDE COMMERCIAL PARK" HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF BURNET, TEXAS, AT ITS MEETING ON THE 14th DAY OF March, 2019, AND IS HEREBY RECOMMENDED BY SUCH COMMISSION TO THE CITY COUNCIL OF BURNET, TEXAS FOR ITS CONSIDERATION FOR ACCEPTANCE OF THE DEDICATION OF LANDS FOR PUBLIC USE AS INDICATED AND APPROVAL OF THE PLAT.

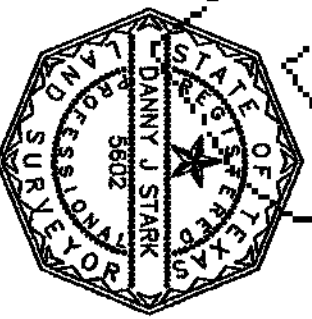
STATE OF TEXAS
COUNTY OF BURNET:

THE ATTACHED PLAT OF "A REPLAY OF LOT NO. 7-C, EAST SIDE COMMERCIAL PARK" HAS BEEN SUBMITTED TO THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AT ITS MEETING ON THE 22nd DAY OF March, 2019, AND WAS DULY CONSIDERED AND FOUND TO COMPLY WITH THE LAWS AND STATUTES OF THE STATE OF TEXAS AND THE CITY ORDINANCES OF THE CITY OF BURNET, TEXAS. THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS THEREFORE ACCEPTS THE DEDICATION OF LANDS FOR PUBLIC USE AS INDICATED AND APPROVES THIS PLAT.



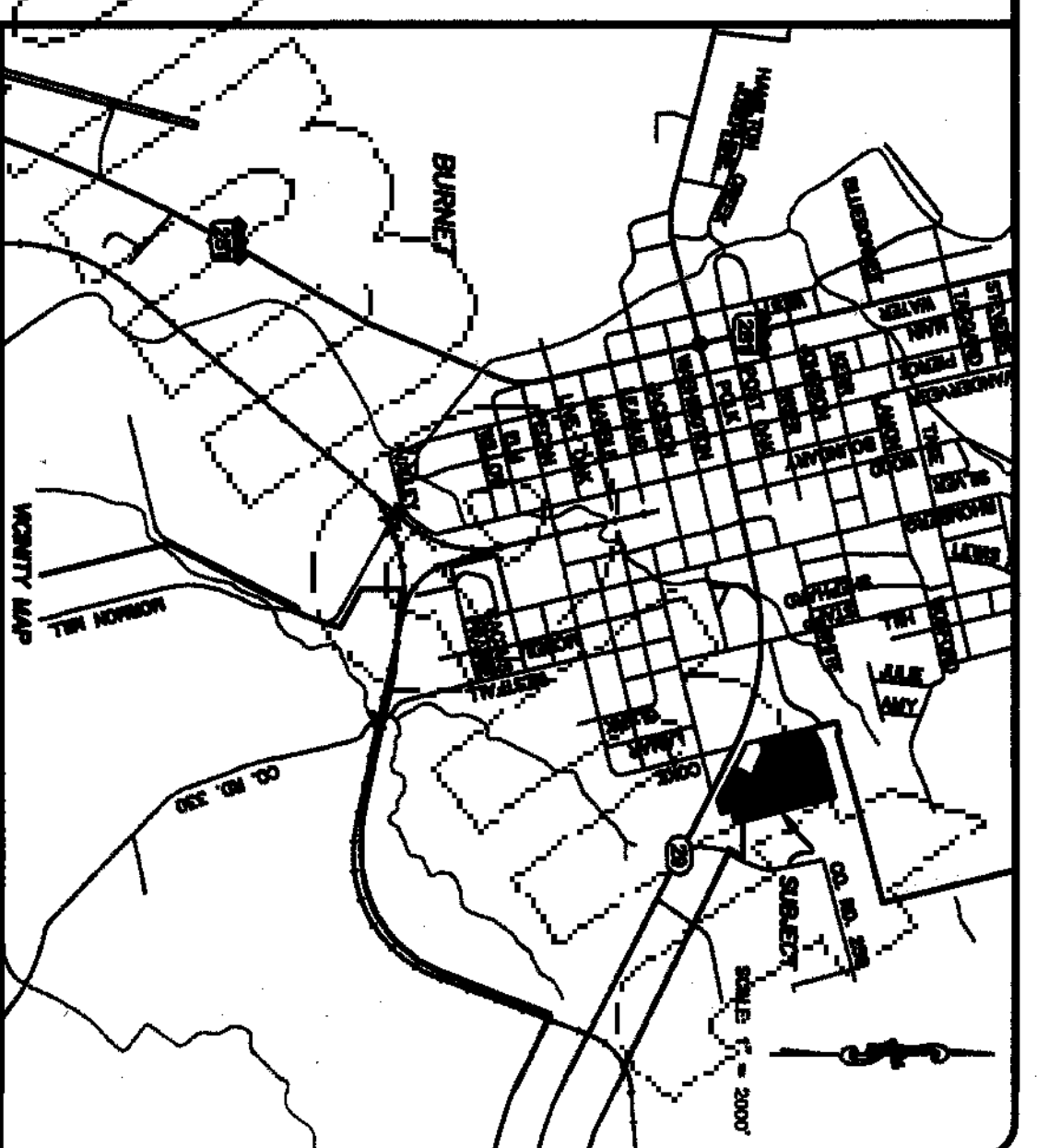
STATE OF TEXAS
COUNTY OF BURNET:

DANNY J. STARK, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5602



GENERAL NOTES:

1. THIS PLAT HEREBY DEDICATES AND TAKES THE PLACE OF LOT NO. 7-C AS SHOWN ON THE PLAT OF A REPLAY OF LOT NO. 7A, EAST SIDE COMMERCIAL PARK RECORDED IN DOCUMENT NO. 20180440 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.
2. ALL PROPERTY HEREIN IS SUBJECT TO THE CITY OF BURNET'S NOW IN-EFFECT, POLITICAL SUBDIVISION ACT, WRITTEN NOTIFICATION AND/OR PERMITS ARE REQUIRED PRIOR TO COMMENCING ANY DEVELOPMENT ACTIVITIES, CONFORMING TO THE CITY OF BURNET'S, ITS ORDINANCES, OR OTHER GOVERNMENTAL ENTITY WITH PROPER AUTHORITY.
3. ALL PROPERTY HEREIN IS SUBJECT TO THE CURRENT APPLIED CITY OF BURNET ZONING REGULATIONS, LAND USE AND/OR ZONING ORDINANCE.
4. THE BASIS OF BEARINGS FOR THE SURVEY SHOWN HEREON IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83.
5. THE PROPERTY SHOWN HEREON IS LOCATED WITHIN ZONE X (AREAS OUTSIDE THE 100-YEAR FLOOD PLAIN) AS GRAPHICALLY IDENTIFIED ON FEMA FIRM, MAP NO. 480530040F, EFFECTIVE 3/16/2012.
6. BUILDING SETBACKS ARE SUBJECT TO CITY OF BURNET CONCEPT ZONING AND LAND USE REGULATIONS. CONSULT WITH THE CITY OF BURNET PRIOR TO DEVELOPMENT OF ANY PORTION OF THIS SUBDIVISION.
7. THE OWNER OF LOT 7-C SHALL BE RESPONSIBLE TO COMPLY WITH ALL RECORDING COVENANTS, CONDITIONS, AND RESTRICTIONS REGARDING CONSTRUCTION, MAINTENANCE, AND OPERATION PERTAINING TO LOT 7-C, AS WELL AS ALL SIDEWALKS, DRIVEWAYS, PARKWAYS, AND COVENANTS, CONDITIONS, AND RESTRICTIONS SHALL BE RECORDED WITH BURNET COUNTY BY THE EXCUTOR TO SALE OF LOT 7-C.
8. THE OWNER OF LOT 7-C SHALL BE RESPONSIBLE TO COMPLY WITH ALL RECORDING COVENANTS, CONDITIONS, AND RESTRICTIONS REGARDING CONSTRUCTION, MAINTENANCE, AND OPERATION OF THE DRIVEWAY EASEMENT SHOWN ON LOT 7-C, AND COVENANTS, CONDITIONS, AND RESTRICTIONS SHALL BE RECORDED WITH BURNET COUNTY BY THE EXCUTOR TO SALE OF LOT 7-C.
9. THERE IS ONE LINEAR FEET OF NEW ROADS.



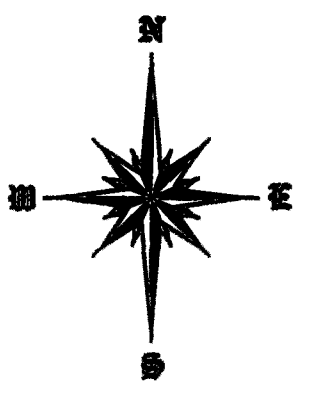
PROJECT NO. 181133	1500 OLLIBLANE	1	2
PREPARED FOR: THE CITY OF BURNET, TEXAS	MARBLE FALLS, TX 78654	DATE	NO.
TECH: B. BURTON	TEL: 254-388-3300 / FAX: 254-388-3301	1	1
APPROVED: D. STARK	WWW.CITYPLANNING.COM	DESCRIPTION	REVISIONS
DATE: 1/11/19	PROFESSIONAL FIRM NO. 10126000	1	1
COPYRIGHT 2019		2	2

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Janel Parker, County Clerk
Burnet County, Texas
3/22/2019 2:48:11 PM
FEE: \$165.00
201902804

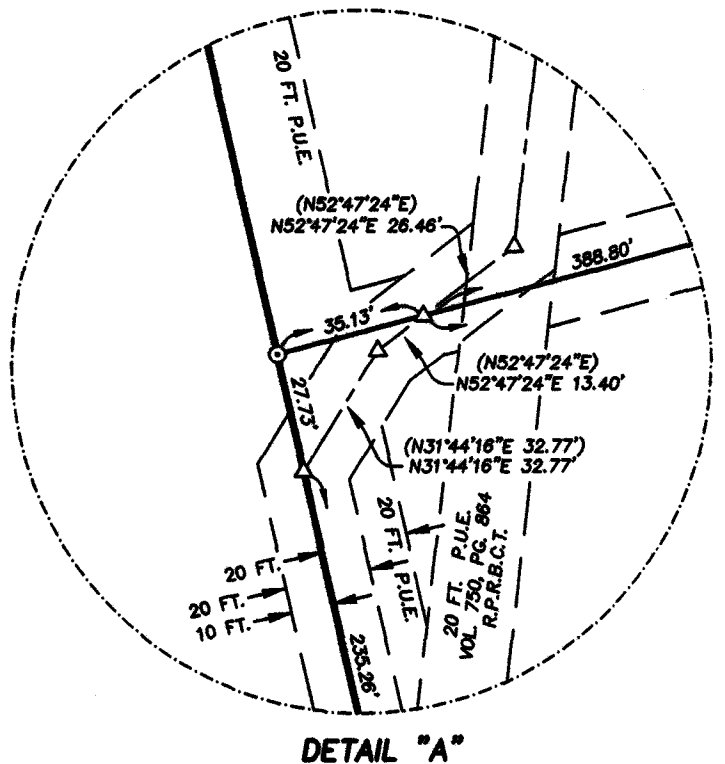
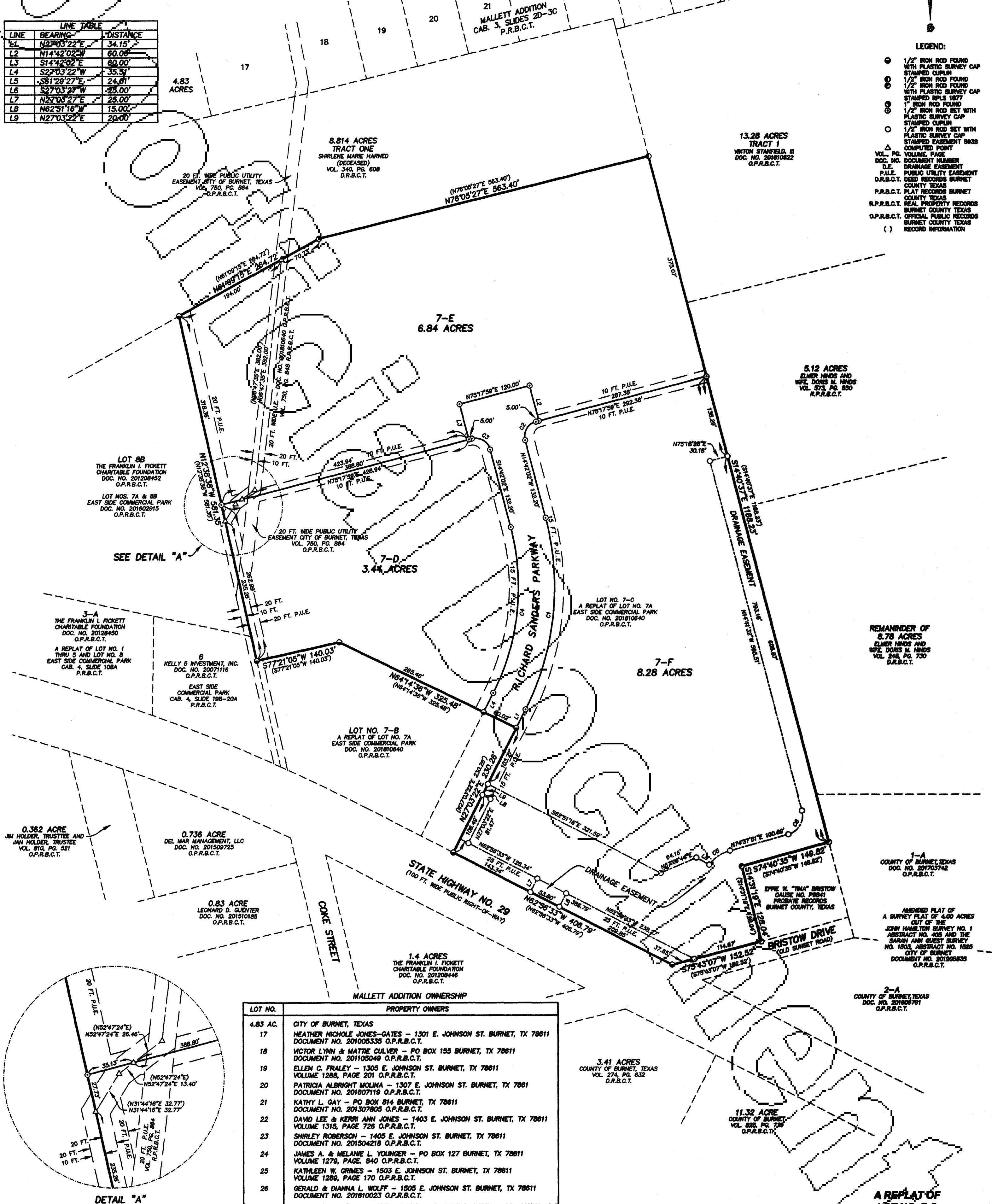
A REPLAY OF
LOT NO. 7-C
EAST SIDE COMMERCIAL PARK
18.41 ACRES
CITY OF BURNET
BURNET COUNTY, TEXAS

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	41°45'24"	445.00'	324.31'	N06°10'40"E	317.18'
C2	90°00'00"	25.00'	39.27'	N30°17'59"E	35.36'
C3	90°00'00"	25.00'	39.27'	S59°42'01"E	35.36'
C4	41°45'24"	385.00'	280.58'	S06°10'40"W	274.42'
C5	36°27'29"	66.00'	42.00'	N56°24'06"E	41.29'
C6	89°19'23"	32.00'	49.89'	N29°58'09"E	44.99'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N27°03'22"E	34.15'
L2	N14°42'02"W	60.00'
L3	S14°42'02"E	60.00'
L4	S27°03'22"W	35.51'
L5	S61°29'27"E	24.61'
L6	S27°03'27"W	25.00'
L7	N27°03'27"E	25.00'
L8	N62°51'16"W	15.00'
L9	N27°03'22"E	20.00'



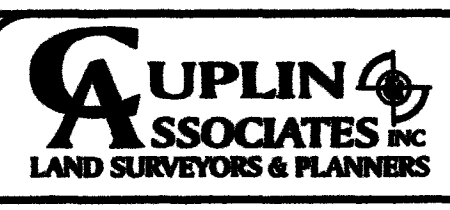
- LEGEND:
- 1/2" IRON ROD FOUND WITH PLASTIC SURVEY CAP STAMPED CUPLIN
 - 1/2" IRON ROD FOUND WITH PLASTIC SURVEY CAP STAMPED RPLS 1877
 - 1/2" IRON ROD SET WITH PLASTIC SURVEY CAP STAMPED EASEMENT 5838
 - 1/2" IRON ROD SET WITH PLASTIC SURVEY CAP STAMPED EASEMENT 5838
 - COMPUTED POINT
 - VOL., PG. VOLUME, PAGE
| DOC. NO. | DOCUMENT NUMBER |
| D.E. | DRAINAGE EASEMENT |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| D.R.B.C.T. | DEED RECORDS BURNET COUNTY TEXAS |
| P.R.B.C.T. | PLAT RECORDS BURNET COUNTY TEXAS |
| R.P.R.B.C.T. | REAL PROPERTY RECORDS BURNET COUNTY TEXAS |
| O.P.R.B.C.T. | OFFICIAL PUBLIC RECORDS BURNET COUNTY TEXAS |
| () | RECORD INFORMATION |



PROPERTY OWNERS	
LOT NO.	OWNER
4.83 AC.	CITY OF BURNET, TEXAS
17	HEATHER NICHOLE JONES-GATES - 1301 E. JOHNSON ST. BURNET, TX 78611 DOCUMENT NO. 201008335 O.P.R.B.C.T.
18	VICTOR LYNN & MATTIE CULVER - PO BOX 155 BURNET, TX 78611 DOCUMENT NO. 201105049 O.P.R.B.C.T.
19	ELLEN C. FRALEY - 1305 E. JOHNSON ST. BURNET, TX 78611 VOLUME 1288, PAGE 201 O.P.R.B.C.T.
20	PATRICIA ALBRIGHT MOLINA - 1307 E. JOHNSON ST. BURNET, TX 78611 DOCUMENT NO. 201807119 O.P.R.B.C.T.
21	KATHY L. GAY - PO BOX 814 BURNET, TX 78611 DOCUMENT NO. 201307805 O.P.R.B.C.T.
22	DAVID LEE & KERRI ANN JONES - 1403 E. JOHNSON ST. BURNET, TX 78611 VOLUME 1315, PAGE 726 O.P.R.B.C.T.
23	SHIRLEY ROBERSON - 1405 E. JOHNSON ST. BURNET, TX 78611 DOCUMENT NO. 201504218 O.P.R.B.C.T.
24	JAMES A. & MELANIE L. YOUNGER - PO BOX 127 BURNET, TX 78611 VOLUME 1278, PAGE 840 O.P.R.B.C.T.
25	KATHLEEN W. GRIMES - 1503 E. JOHNSON ST. BURNET, TX 78611 VOLUME 1289, PAGE 170 O.P.R.B.C.T.
26	GERALD & DIANNA L. WOLFF - 1505 E. JOHNSON ST. BURNET, TX 78611 DOCUMENT NO. 201810023 O.P.R.B.C.T.

PROJECT NO. 181153
PREPARED FOR: THE CITY OF BURNET, TEXAS
TECH: B. BURTON
APPROVED: DANNY STARK
FIELD WORK DATE: 1/11/19
COPYRIGHT: 2019
PROFESSIONAL FIRM NO: 10126900

1500 OLLIE LANE
MARBLE FALLS, TX. 78654
PH.325-388-3300 / 830-693-8815
WWW.CUPLINASSOCIATES.COM



SCALE 1" = 100'

REVISIONS	
DATE	DESCRIPTION
2	
1	

2 OF 2 SHEET
A REPLAT OF LOT NO. 7-C
EAST SIDE COMMERCIAL PARK
19.41 ACRES
CITY OF BURNET
BURNET COUNTY, TEXAS

Through Tax Year
2018**TAX CERTIFICATE**Certificate #
903500027**Issued By:**BURNET CENTRAL APPRAISAL DIST
223 S PIERCE
P O BOX 908
BURNET, TX 78611**Property Information**Property ID: 70696 Geo ID: 04232-0000-00007-C00
Legal Acres: 21.3740
Legal Desc: S4232 EAST SIDE COMMERCIAL PARK LOT 7A 21.374
Situs: 1500 POLK ST (HWY 29 E) BURNET, TX 78611
DBA:
Exemptions: EX-XVOwner ID: 193858 100.00%
BURNET ECONOMIC DEVELOPMENT CORPORA
PO BOX 1369
BURNET, TX 78611**For Entities****Value Information**

*BURNET COUNTY	Improvement HS:	0
*BURNET ISD	Improvement NHS:	0
*CITY OF BURNET	Land HS:	0
*CO SPECIAL, ROAD & BRIDGE	Land NHS:	558,631
*WATER CONSERV DIST OF CENTR	Productivity Market:	0
	Productivity Use:	0
	Assessed Value	558,631

Current/Delinquent Taxes

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

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

Effective Date: 03/22/2019

Total Due if paid by: 03/31/2019

0.00

Tax Certificate Issued for:**Taxes Paid in 2018**

REPLAT 19.41 ACRES

*CITY OF BURNET	0.00
*BURNET COUNTY	0.00
*CO SPECIAL, ROAD & BRIDGE	0.00
*BURNET ISD	0.00
*WATER CONSERV DIST OF CENTR	0.00

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

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

A tax certificate issued through fraud or collusion is void.

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

May Be Subject to Court Costs if Suit is Pending

Date of Issue: 03/22/2019
Requested By: BURNET ECONOMIC DEVELOPME
Fee Amount: 10.00
Reference #:

Page: 1

Boiley
Signature of Authorized Officer of Collecting Office



ITEM 3.3

Agenda Item Brief

Meeting Date:	May 17, 2022
Agenda Item:	Discuss and consider action: Related to the potential sale of all or portions of the Crossings at 281 South Commercial Park.
Background:	To be presented at the meeting.
Information:	
Fiscal Impact:	
Recommendation:	To be determined by the board.



ITEM 3.4

Agenda Item Brief

Meeting Date: May 17, 2022

Agenda Item: Discuss and consider action: Related to the potential sale of all or portions of the Eastside Commercial Park located on Highway 29 East.

Background: To be presented at the meeting.

Information:

Fiscal Impact:

Recommendation: To be determined by the board.



ITEM 4.1

Agenda Item Brief

Meeting Date: May 17, 2022

Agenda Item: Executive Session: The Board of Directors shall convene in executive session pursuant to Texas Government Code Sec. 551.072 to deliberate on the value of real property the purchase, exchange, lease, or value of real property as follows:

- (a) Eastside Commercial Park;
- (b) The Crossings at 281 South Commercial Park; and
- (c) Acquisition of real property to enhance Eastside Commercial Park; and

Background:

Information:

Fiscal Impact:

Recommendation: To be determined by the board.



ITEM 4.2

Agenda Item Brief

Meeting Date: May 17, 2022

Agenda Item: Executive Session: The Board of Directors shall convene in executive session pursuant to Texas Government Code Sec. 551.087 to deliberate regarding commercial or financial information the board has received from a business prospect that the board seeks to have locate, stay, or expand within the corporate limits of the City of Burnet and with which the board is conducting economic development negotiations.

Background:

Information:

Fiscal Impact:

Recommendation: To be determined by the board.