

- Road / Trail
- Boundary
- Lot Line
- Stream, Intermittent
- River/Creek
- Water Body

STATE OF TEXAS
COUNTY OF BLANCO

KNOWN ALL MEN BY THESE PRESENT, THAT LSLP LEGACY HILLS, LLC, BEING THE OWNER OF THAT CERTAIN 646.81 ACRE TRACT OF LAND OUT OF PORTIONS OF THE T.T.R.R.CO. SURVEY NO. 79, ABSTRACT NO. 779, THE G.M. PATRICK SURVEY NO. 302, ABSTRACT NO. 1027, AND THE W.E. GILBREATH SURVEY NO. 84, ABSTRACT NO. 1498, BLANCO COUNTY, TEXAS, BEING PART OF A CALLED 1212.09 ACRE TRACT OF LAND AS DESCRIBED AS PARCEL NO. 1 IN DOCUMENT NO. 203152 OF THE OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS, & A 0.038 ACRE TRACT OF LAND, OUT OF THE T.T.R.R. CO. SURVEY NO. 79, ABSTRACT NO. 779, BLANCO COUNTY, TEXAS, BEING PART OF A CALLED 2155 ACRE TRACT OF LAND AS DESCRIBED IN VOLUME 54, PAGE 113, OF THE DEED RECORDS OF BLANCO COUNTY, TEXAS, AND A CALLED 2005.85 ACRE TRACT OF LAND AS DESCRIBED IN VOLUME 157, PAGE 295, OF THE OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, TO BE KNOWN AS LEGACY HILLS SUBDIVISION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF PUBLIC RIGHT-OF-WAY AND PUBLIC EASEMENTS SHOWN HEREON AND DO HEREBY DEDICATE TO THE HOMEOWNER'S ASSOCIATION THE PRIVATE STREETS SHOWN HEREIN.

WITNESS MY HAND, THIS THE 12 DAY OF April, A.D., 2021

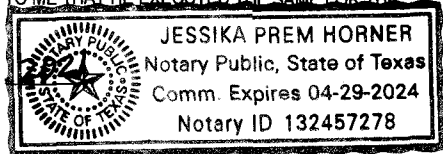
LSLP LEGACY HILLS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: AMERICAN LAND PARTNERS, INC., MANAGER

BY: *Davy Roberts*
DAVY ROBERTS, AUTHORIZED AGENT

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED *Davy Roberts* KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS OF THEREIN STATED. A

GIVEN UNDER MY HAND, AND SEAL OF OFFICE THIS 12th DAY OF April, A.D., 2021



Jessika Prem Horner
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BLANCO

I, LAURA WALLA, COUNTY CLERK OF BLANCO COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 13 DAY OF April, A.D., 2021

THE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT IN BOOK _____ PAGE _____

WITNESS MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, A.D., 2 _____

LAURA WALLA, COUNTY CLERK
BLANCO COUNTY, TEXAS

Brett Bray
BRETT BRAY, COUNTY JUDGE
BLANCO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BLANCO

I, LAURA WALLA, COUNTY CLERK OF BLANCO COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 13 DAY OF April, 2021, AT 2:20 PM O'CLOCK _____ M, AND DULY RECORDED ON THE 13 DAY OF April, A.D., 2021, AT 2:20 O'CLOCK _____ P.M. IN PLAT RECORDS OF BLANCO COUNTY, TEXAS IN BOOK 3, PAGE 315.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE 13 DAY OF April, A.D., 2021

Laura Walla
LAURA WALLA, COUNTY CLERK
BLANCO COUNTY, TEXAS

Filed for Record
in the Official Records of:
Blanco County
On: 4/13/2021 2:16:13 PM
In the PLAT Records
LEGACY HILLS
Doc Number: 2021-212002
Number of Pages: 6
Amount: 166.00
Order#: 2021041300009
By: SM

Laura Walla

STATE OF TEXAS
COUNTY OF BLANCO:

KNOWN TO ME BY THESE PRESENT, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE BLANCO COUNTY SUBDIVISION REGULATIONS AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

Scott Ammons
SCOTT AMMONS, R.P.L.S.
LICENSE NO. 6550

9/12/21
DATE

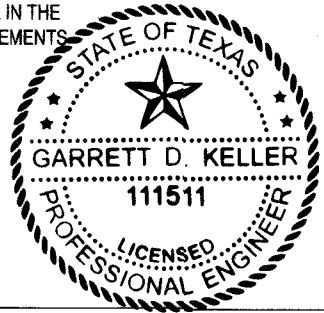


STATE OF TEXAS
COUNTY OF BLANCO:

KNOWN TO ME BY THESE PRESENT, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE ENGINEERING RELATED REQUIREMENTS OF THE BLANCO COUNTY SUBDIVISION REGULATIONS.

Garrett D. Keller
GARRETT D. KELLER, P.E.
LICENSE NO. 111511

4/13/21
DATE



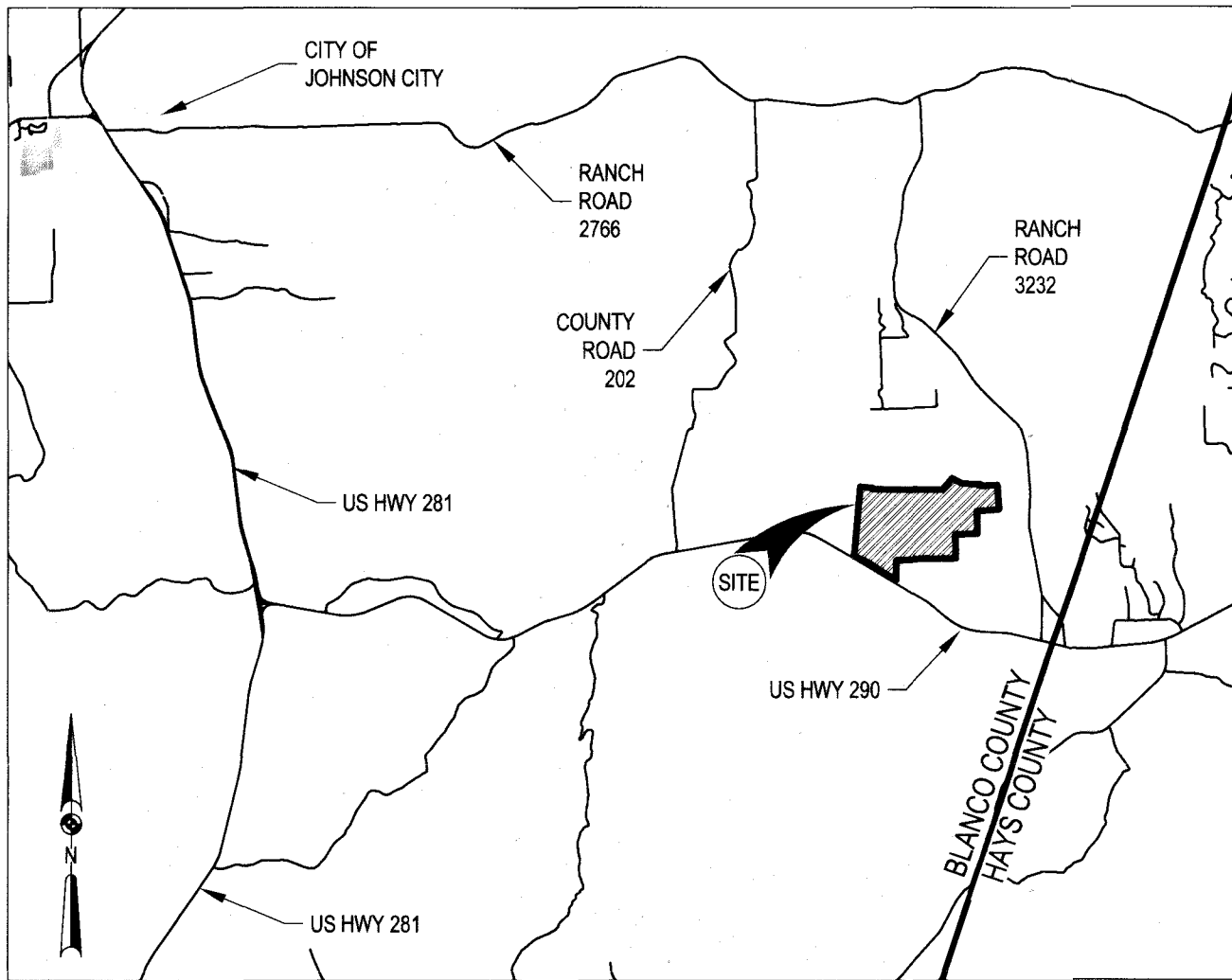
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO EITHER: AN INDIVIDUAL WELL, THE LOCATION OF WHICH HAS BEEN APPROVED BY THE BLANCO-PEDERNALES GROUNDWATER CONSERVATION DISTRICT; A TCEQ APPROVED PUBLIC WATER SUPPLY SYSTEM; OR OTHER DOMESTIC WATER SUPPLY SUBJECT TO APPROVAL BY THE BLANCO COUNTY COMMISSIONERS COURT.

Ronald J. Dirsch
RONALD J. DIRSCH
BLANCO-PEDERNALES GROUNDWATER CONSERVATION DISTRICT
830-868-9196

4/12/21
DATE

FINAL PLAT FOR LEGACY HILLS

A 646.81 ACRE TRACT OF LAND OUT OF PORTIONS OF THE T.T.R.R.CO. SURVEY NO. 79, ABSTRACT NO. 779, THE G.M. PATRICK SURVEY NO. 302, ABSTRACT NO. 1027, AND THE W.E. GILBREATH SURVEY NO. 84, ABSTRACT NO. 1498, BLANCO COUNTY, TEXAS, BEING PART OF A CALLED 1212.09 ACRE TRACT OF LAND AS DESCRIBED AS PARCEL NO. 1 IN DOCUMENT NO. 203152 OF THE OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS & A 0.038 ACRE TRACT OF LAND, OUT OF THE T.T.R.R. CO. SURVEY NO. 79, ABSTRACT NO. 779, BLANCO COUNTY, TEXAS, BEING PART OF A CALLED 2155 ACRE TRACT OF LAND AS DESCRIBED IN VOLUME 54, PAGE 113, OF THE DEED RECORDS OF BLANCO COUNTY, TEXAS, AND A CALLED 2005.85 ACRE TRACT OF LAND AS DESCRIBED IN VOLUME 157, PAGE 295, OF THE OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS.

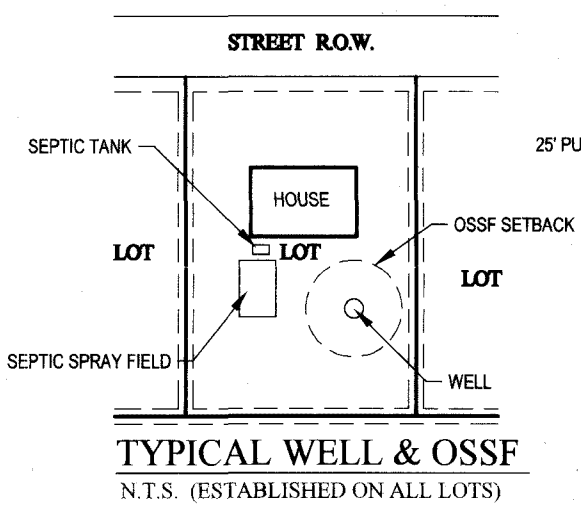


LOCATION MAP

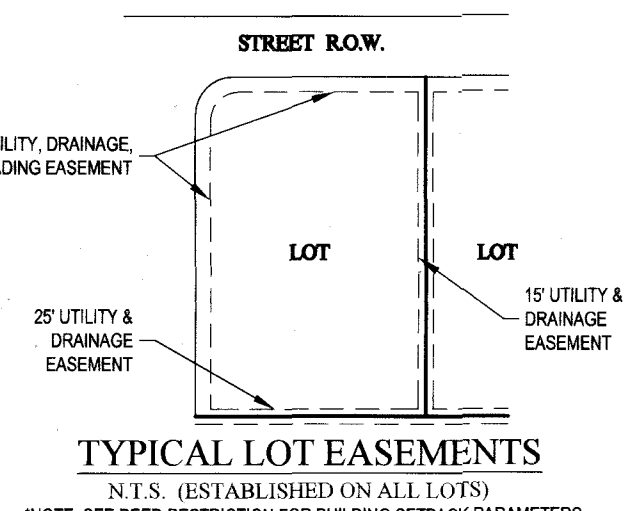
NOT TO SCALE

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS, IT IS UNDERSTOOD THAT ALL ROADS SHOWN HEREON ARE PRIVATE ROADS AND SHALL REMAIN THE PROPERTY OF THE SUBDIVIDER AND/OR SUBSEQUENT OWNERS OF THE PROPERTY. THE CONSTRUCTION, REPAIR, AND MAINTENANCE OF THESE ROADS AND ANY ASSOCIATED DRAINAGE IMPROVEMENTS WILL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND/OR SUBSEQUENT OWNERS OF THE SUBDIVISION AND WILL NOT BE THE RESPONSIBILITY OF BLANCO COUNTY.

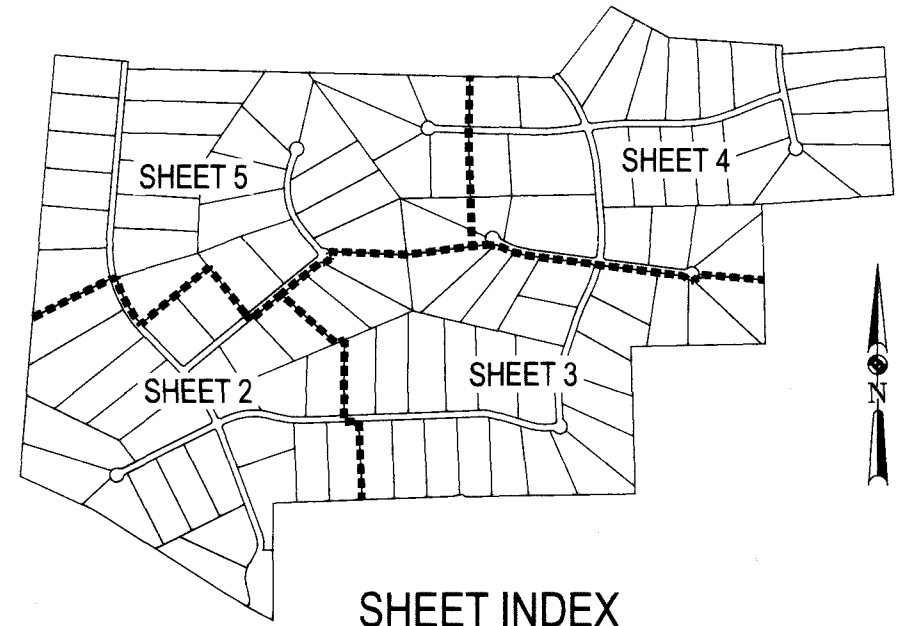
Davy Roberts 4/12/2021
DAVY ROBERTS, AUTHORIZED AGENT DATE



TYPICAL WELL & OSSF
N.T.S. (ESTABLISHED ON ALL LOTS)



TYPICAL LOT EASEMENTS
N.T.S. (ESTABLISHED ON ALL LOTS)
NOTE: SEE DEED RESTRICTION FOR BUILDING SETBACK PARAMETERS.



SHEET INDEX

NOT TO SCALE

OWNER/DEVELOPER:
LSLP LEGACY HILLS, LLC
C/O DAVY ROBERTS
P.O. BOX 1987
MARBLE FALLS, TEXAS 78654
DROBERTS@LONESTARLANDPARTNERS.COM

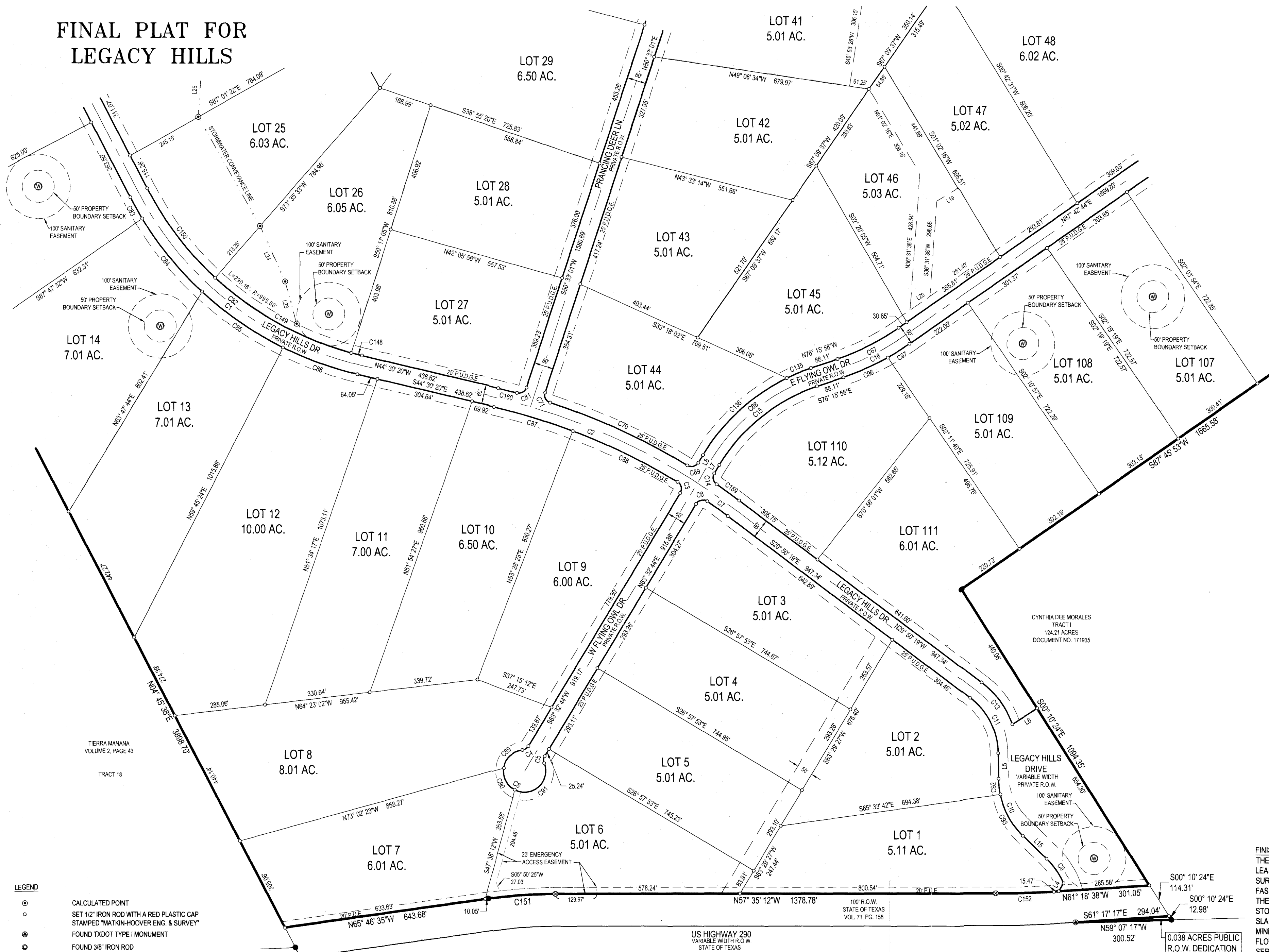
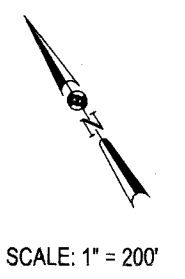
SURVEYOR:
MATKIN HOOVER ENGINEERING & SURVEYING
C/O SCOTT AMMONS, R.P.L.S.
3303 SHELL RD, SUITE 3
GEORGETOWN, TEXAS 78628
(512)868-2244
SAMMONS@MATKINHOOVER.COM

AGENT:
MATKIN HOOVER ENGINEERING & SURVEYING
C/O GARRETT KELLER, P.E.
8 SPENCER ROAD, SUITE 100
BOERNE, TEXAS 78006
(830) 249-0600
GKELLER@MATKINHOOVER.COM

MATKINHOOVER
ENGINEERING & SURVEYING
P.O. BOX 54
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX: 830.249.0099
TEXAS REGISTERED ENGINEERING FIRM F-004512
TEXAS REGISTERED SURVEYING FIRM F-10024000
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

SUBMITTAL DATE:
MARCH 15, 2021
MHE JOB NO. 3206.00
MHS JOB NO. 20-5072
SHEET 1 OF 6

FINAL PLAT FOR LEGACY HILLS



- LEGEND**
- ⊙ CALCULATED POINT
 - SET 1/2" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN-HOOVER ENG. & SURVEY"
 - ⊙ FOUND TXDOT TYPE I MONUMENT
 - ⊙ FOUND 3/8" IRON ROD
 - FOUND 1/2" IRON ROD
 - FOUND 3" METAL FENCE POST
 - ⊙ FOUND 1/2" IRON ROD WITH AN ORANGE "CUPLIN" PLASTIC CAP
 - ⊙ WELL
 - P.U.D.G.E. PUBLIC UTILITY, DRAINAGE, AND GRADING EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - - - - - STORMWATER CONVEYANCE LINE
 - ▭ DRAINAGE EASEMENT

FINISHED FLOOR ELEVATIONS
 THE ELEVATION OF THE LOWEST FLOOR SHALL BE AT LEAST 12 INCHES ABOVE THE FINISHED GRADE OF THE SURROUNDING GROUND, WHICH SHALL BE SLOPED IN A FASHION SO AS TO DIRECT STORMWATER AWAY FROM THE STRUCTURE. PROPERTIES ADJACENT TO ANY STORMWATER CONVEYANCE AREAS MUST HAVE FLOOR SLAB ELEVATION OR BOTTOM OF FLOOR JOISTS A MINIMUM OF ONE FOOT ABOVE THE 100-YEAR WATER FLOW ELEVATION IN THE STRUCTURE. DRIVEWAYS SERVING HOUSES ON THE DOWNHILL SIDE OF THE STREET SHALL HAVE PROPERLY SIZED CROSS SWALE PREVENTING RUNOFF FROM ENTERING THE STRUCTURE.

OWNER/DEVELOPER: LSLP LEGACY HILLS, LLC C/O DAVY ROBERTS P.P. BOX 1987 MARBLE FALLS, TEXAS 78654 DROBERTS@LONESTARLANDPARTNERS.COM	SURVEYOR: MATKIN HOOVER ENGINEERING & SURVEYING C/O SCOTT AMMONS, R.P.L.S 3303 SHELL RD, SUITE 3 GEORGETOWN, TEXAS 78628 (512) 868-2244 SAMMONS@MATKINHOOVER.COM	AGENT: MATKIN HOOVER ENGINEERING & SURVEYING C/O GARRETT KELLER, P.E. 8 SPENCER ROAD, SUITE 100 BOERNE, TEXAS 78006 (830) 249-0600 GKELLER@MATKINHOOVER.COM
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MATKIN HOOVER
 ENGINEERING & SURVEYING

P.O. BOX 54
 8 SPENCER ROAD SUITE 100
 BOERNE, TEXAS 78006
 OFFICE: 830.249.0600 FAX: 830.249.0999

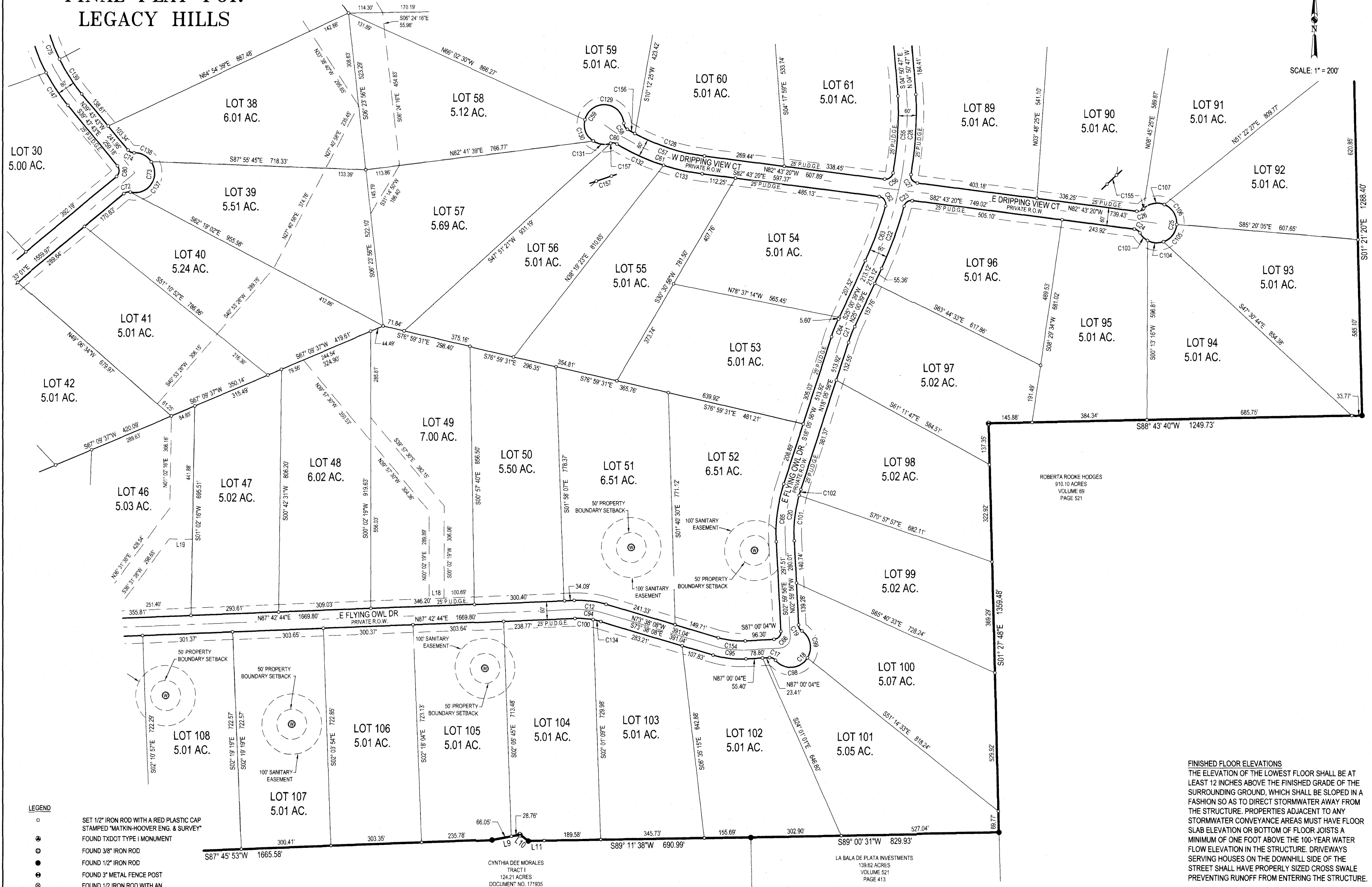
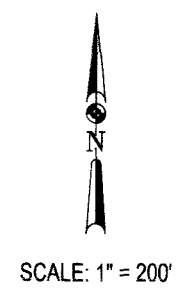
SUBMITTAL DATE:
 MARCH 29, 2021

MHE JOB NO. 3206.00

MHS JOB NO. 20-5072

SHEET 2 OF 6

FINAL PLAT FOR LEGACY HILLS



LEGEND

- SET 1/2" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN-HOOVER ENG. & SURVEY" FOUND TXDOT TYPE I MONUMENT
- FOUND 3/8" IRON ROD
- FOUND 1/2" IRON ROD
- FOUND 3" METAL FENCE POST
- FOUND 1/2 IRON ROD WITH AN ORANGE "CUPLIN" PLASTIC CAP
- ⊙ WELL
- P.U.D.G.E. PUBLIC UTILITY, DRAINAGE, AND GRADING EASEMENT
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---	--	---

MATKIN HOOVER
 ENGINEERING & SURVEYING

P.O. BOX 54
 8 SPENCER ROAD, SUITE 100
 BOERNE, TEXAS 78006
 OFFICE: (830) 249-0600 FAX: (830) 249-0099

SUBMITTAL DATE:
 MARCH 15, 2021

MHE JOB NO. 3206.00

MHS JOB NO. 20-5072

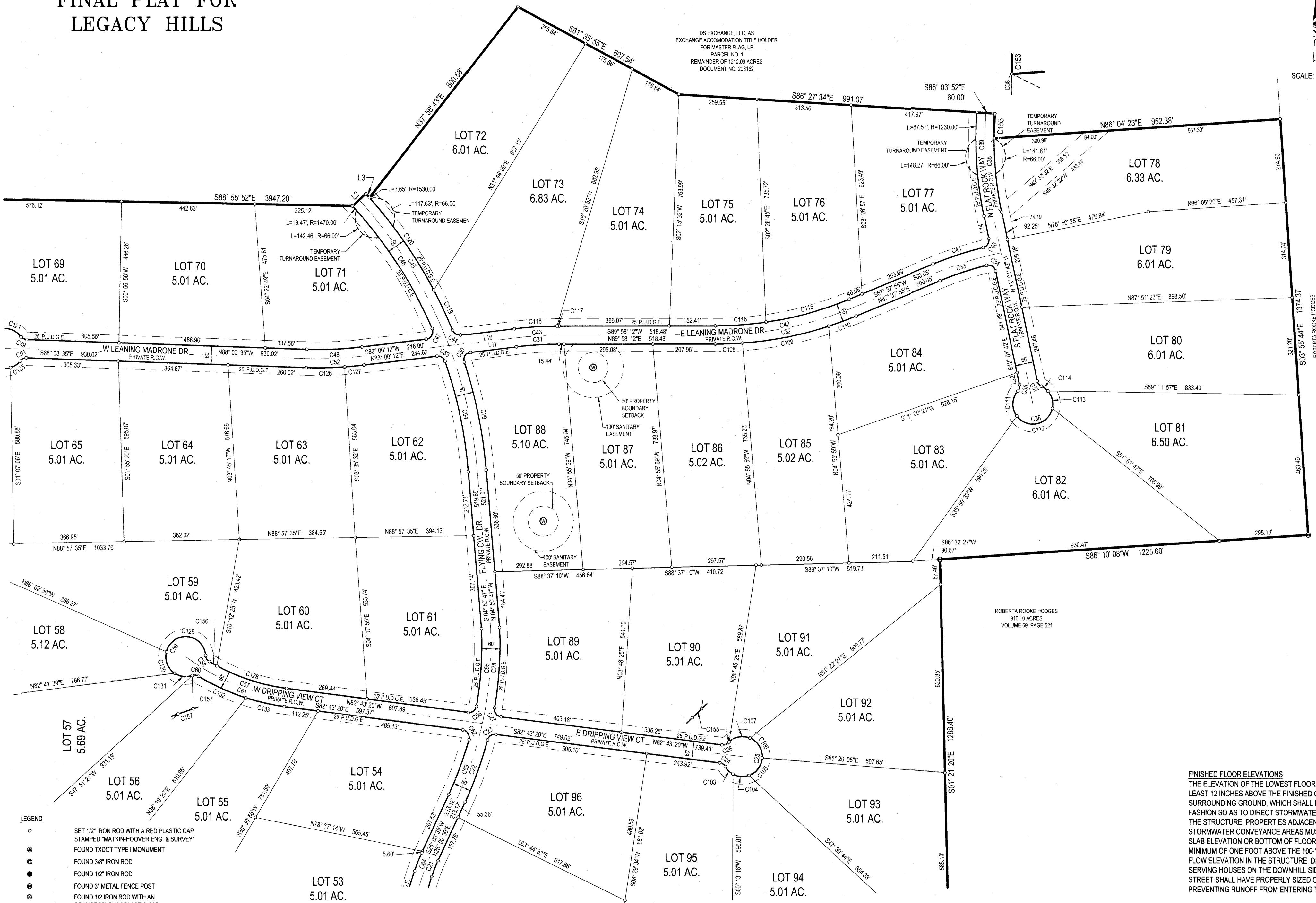
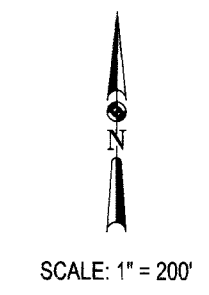
SHEET 3 OF 6

CYNTHIA DEE MORALES
 124.21 ACRES
 DOCUMENT NO. 171935

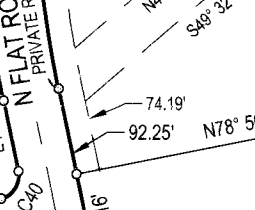
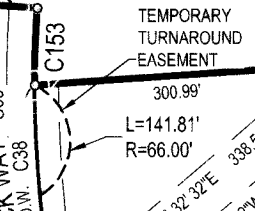
LA BALA DE PLATA INVESTMENTS
 139.62 ACRES
 VOLUME 521
 PAGE 413

ROBERTA ROOKE HODGES
 910.10 ACRES
 VOLUME 69
 PAGE 521

FINAL PLAT FOR LEGACY HILLS



DS EXCHANGE, LLC, AS
EXCHANGE ACCOMMODATION TITLE HOLDER
FOR MASTER FLAG, LP
PARCEL NO. 1
REMAINDER OF 1212.08 ACRES
DOCUMENT NO. 203152



- LEGEND**
- SET 1/2" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN-HOOVER ENG. & SURVEY" FOUND TXDOT TYPE I MONUMENT
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ROBERTS@LONESTARLANDPARTNERS.COM

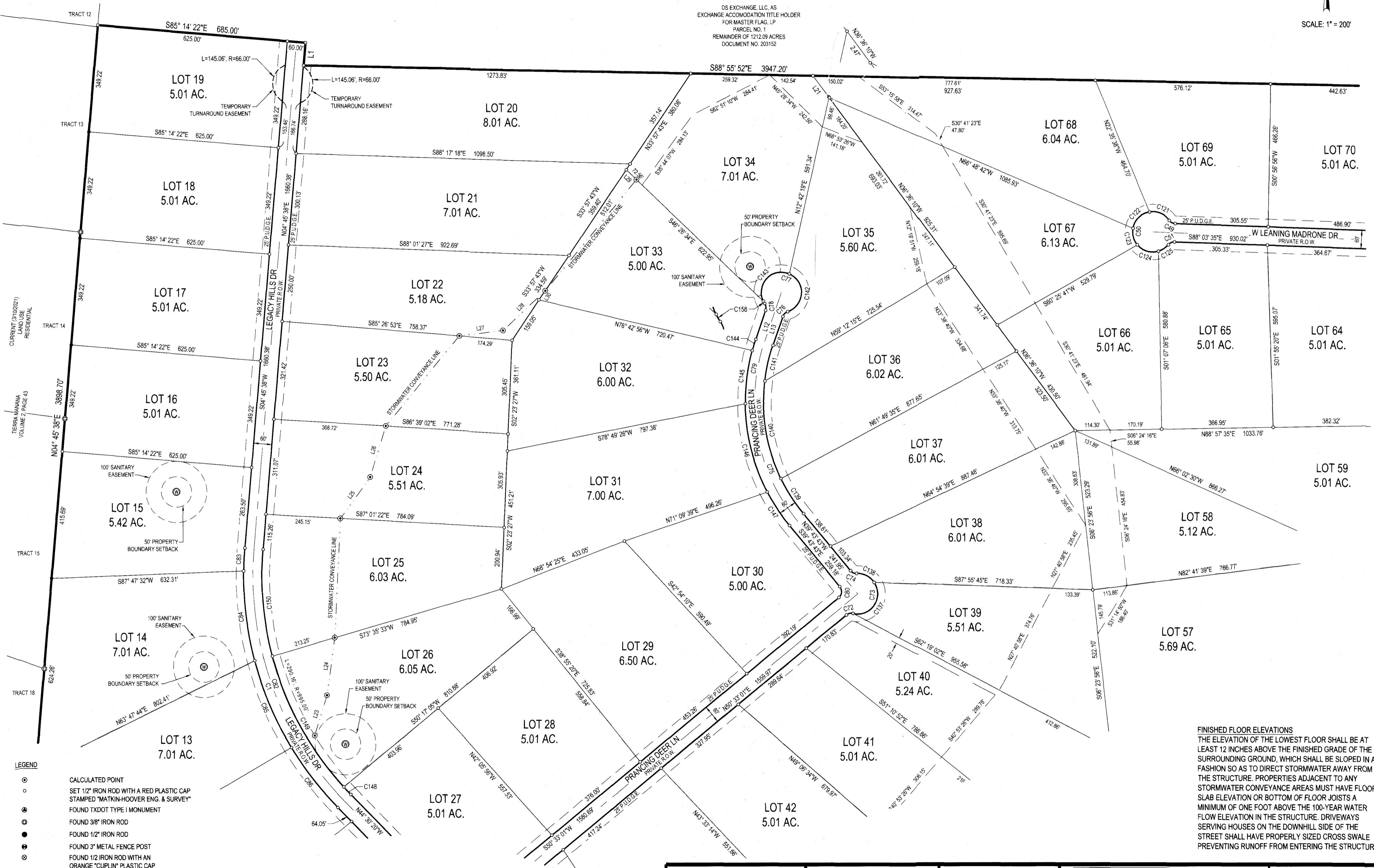
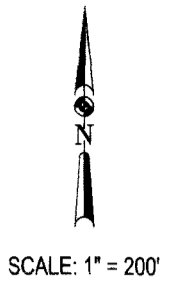
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P.O. BOX 54
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BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX: 830.249.0699

SUBMITTAL DATE:
MARCH 15, 2021
MHE JOB NO. 3206.00
MHS JOB NO. 20-5072
SHEET 4 OF 6

FINAL PLAT FOR LEGACY HILLS



LEGEND

- CALCULATED POINT
- ⊙ SET 1/2" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN-HOOVER ENG. & SURVEY"
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<p>OWNER/DEVELOPER: LSLP LEGACY HILLS, LLC C/O DAVY ROBERTS P.P. BOX 1987 MARBLE FALLS, TEXAS 78654 DROBERTS@LONESTARLANDPARTNERS.COM</p>	<p>SURVEYOR: MATKIN HOOVER ENGINEERING & SURVEYING C/O SCOTT AMMONS, R.P.L.S. 3303 SHELL RD, SUITE 3 GEORGETOWN, TEXAS 78628 (512) 868-2244 SAMMONS@MATKINHOOVER.COM</p>	<p>AGENT: MATKIN HOOVER ENGINEERING & SURVEYING C/O GARRETT KELLER, P.E. 8 SPENCER ROAD, SUITE 100 BOERNE, TEXAS 78006 (830) 249-0600 GKELLER@MATKINHOOVER.COM</p>	<p>MATKINHOOVER ENGINEERING & SURVEYING</p> <p>P.O. BOX 54 6 SPENCER ROAD SUITE 100 BOERNE, TEXAS 78006 OFFICE: 830.249.0600 FAX: 830.249.0098</p>	<p>SUBMITTAL DATE: MARCH 29, 2021</p> <p>MHE JOB NO. 3206.00 MHS JOB NO. 20-5072</p> <p>SHEET 5 OF 6</p>
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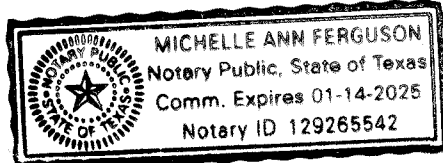
STATE OF TEXAS
COUNTY OF BLANCO

KNOW ALL MEN BY THESE PRESENT, THAT LSLP LEGACY HILLS, LLC, BEING THE OWNER OF THAT CERTAIN 565.12 ACRE TRACT OF LAND OUT OF PORTIONS OF THE T.T.R.R. CO. SURVEY NO. 79, ABSTRACT NO. 779, THE G.M. PATRICK SURVEY NO. 302, ABSTRACT NO. 1027, AND THE W.E. GILBREATH SURVEY NO. 184, ABSTRACT NO. 1498, BLANCO COUNTY, TEXAS, BEING PART OF A CALLED 1212.09 ACRE TRACT OF LAND AS DESCRIBED AS PARCEL NO. 1 IN DOCUMENT NO. 203152 OF THE OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, TO BE KNOWN AS LEGACY HILLS PHASE 2 SUBDIVISION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF PUBLIC EASEMENTS SHOWN HEREON AND DO HEREBY DEDICATE TO THE HOMEOWNER'S ASSOCIATION THE PRIVATE STREETS SHOWN HEREIN.

WITNESS MY HAND, THIS THE 18 DAY OF August, A.D., 2021.

LSLP LEGACY HILLS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: Davy Roberts
DAVY ROBERTS, AUTHORIZED AGENT



BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Davy Roberts, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS OF THEREIN STATED.

GIVEN UNDER MY HAND, AND SEAL OF OFFICE THIS 18th DAY OF August, A.D., 2021

Michelle Ferguson
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BLANCO

I, LAURA WALLA, COUNTY CLERK OF BLANCO COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, A.D., 2021, THE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT IN BOOK 3, PAGE 342-347. WITNESS MY HAND AND SEAL OF OFFICE THIS THE 24 DAY OF August, A.D., 2021.

Laura Walla by Melody Easter
LAURA WALLA, COUNTY CLERK
BLANCO COUNTY, TEXAS

Brett Bray
BRETT BRAY, COUNTY JUDGE
BLANCO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BLANCO

I, LAURA WALLA, COUNTY CLERK OF BLANCO COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 24th DAY OF August, 2021, AT 11:35 O'CLOCK A.M., AND DULY RECORDED ON THE 24 DAY OF August, A.D., 2021, AT 11:35 O'CLOCK A.M. IN PLAT RECORDS OF BLANCO COUNTY, TEXAS IN BOOK 3, PAGE 342-347. WITNESS MY HAND AND SEAL OF OFFICE THIS THE 24 DAY OF August, A.D., 2021.

Laura Walla by Melody Easter
LAURA WALLA, COUNTY CLERK
BLANCO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BLANCO

KNOWN TO ME BY THESE PRESENT, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE BLANCO COUNTY SUBDIVISION REGULATIONS AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

Kyle Pressler 8/23/2021
KYLE PRESSLER, R.P.L.S. DATE

LICENSE NO. 6528 STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BLANCO

KNOWN TO ME BY THESE PRESENT, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE ENGINEERING RELATED REQUIREMENTS OF THE BLANCO COUNTY SUBDIVISION REGULATIONS.

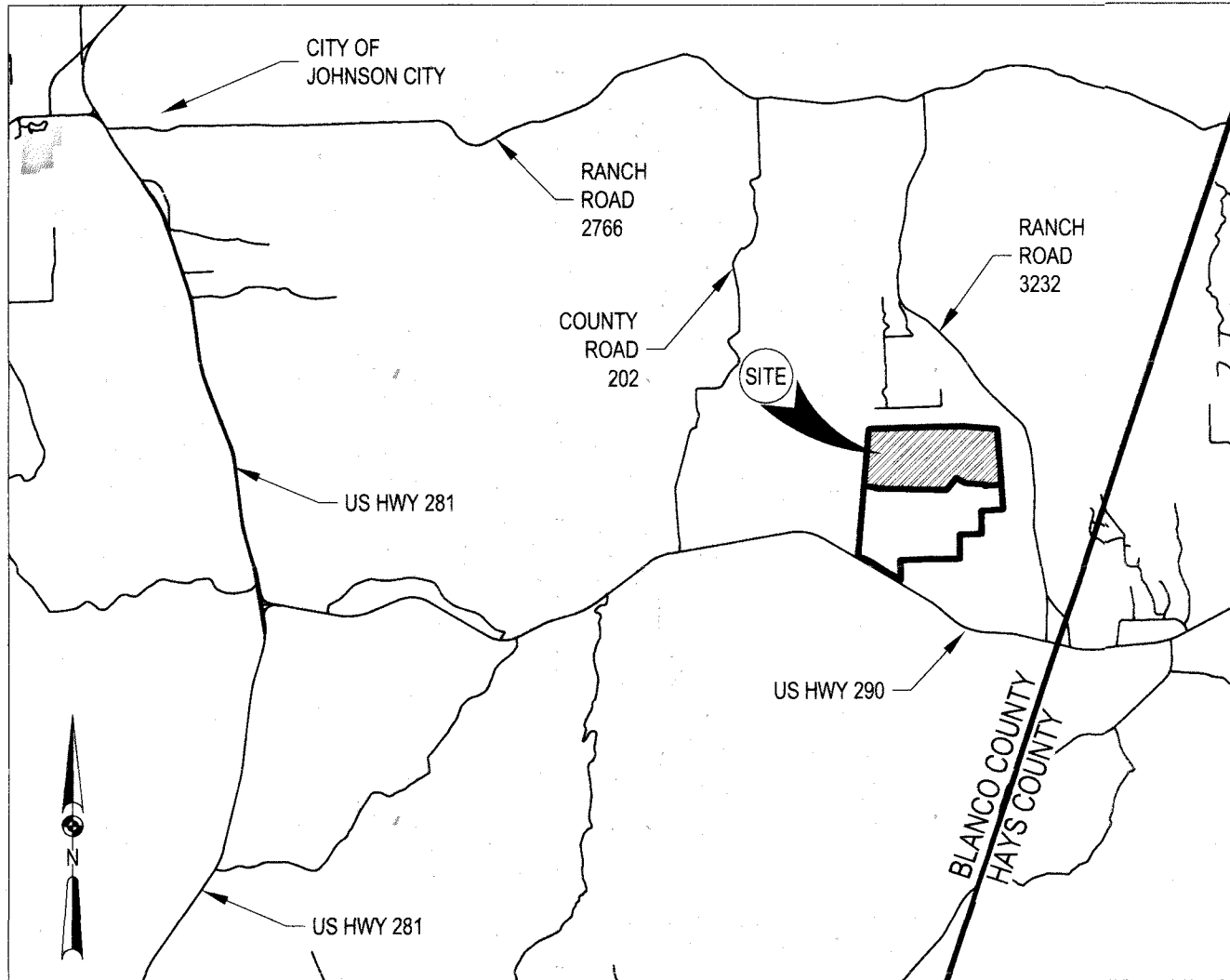
Garrett Keller 8/18/21
GARRETT KELLER, P.E. DATE
LICENSE NO. 111511

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO EITHER AN INDIVIDUAL WELL, THE LOCATION OF WHICH HAS BEEN APPROVED BY THE BLANCO-PEDERNALES GROUNDWATER CONSERVATION DISTRICT; A TCEQ APPROVED PUBLIC WATER SUPPLY SYSTEM; OR OTHER DOMESTIC WATER SUPPLY SUBJECT TO APPROVAL BY THE BLANCO COUNTY COMMISSIONERS COURT.

Paul A. Finch 8/13/21
BLANCO-PEDERNALES GROUNDWATER CONSERVATION DISTRICT DATE
830-868-9196

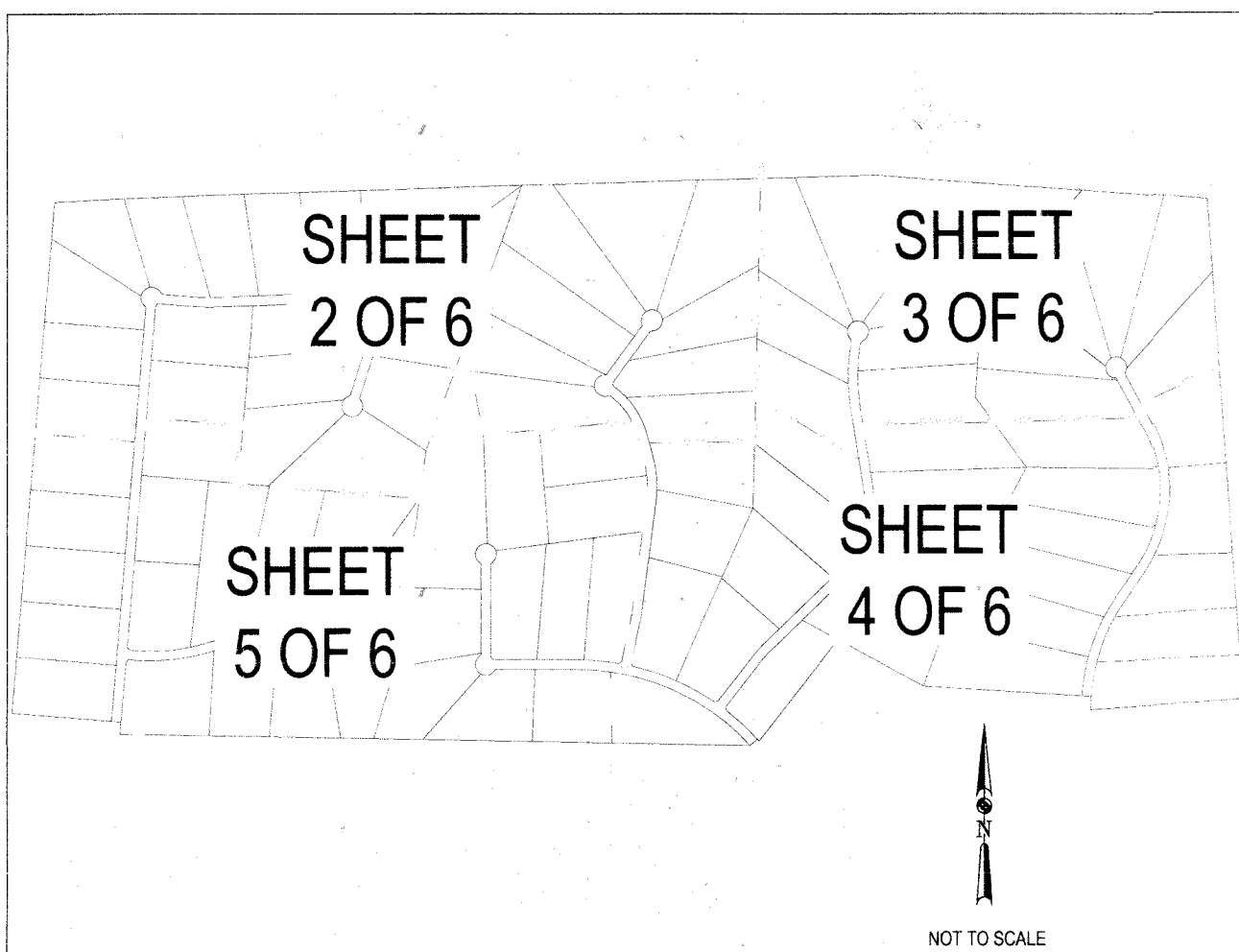
FINAL PLAT FOR LEGACY HILLS PHASE 2

A 565.12 ACRE TRACT OF LAND, LOCATED IN PORTIONS OF THE T.T.R.R. CO. SURVEY NO. 79, ABSTRACT NO. 779, THE GEORGE M. PATRICK SURVEY NO. 302, ABSTRACT NO. 1027, THE W.E. GILBREATH SURVEY NO. 84, ABSTRACT NO. 1498, T.B. HARDING SURVEY NO. 303, ABSTRACT NO. 1005, THE ARTHUR SMITH SURVEY NO. 80, ABSTRACT NO. 1441, THE C.N. SMITH SURVEY NO. 80, ABSTRACT NO. 1036, BLANCO COUNTY, TEXAS AND BEING ALL OF A CALLED 565.12 ACRE TRACT OF LAND AS DESCRIBED IN DOCUMENT NO. 213294 OF THE OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS.



LOCATION MAP

NOT TO SCALE



SHEET INDEX

N.T.S.

OWNER/DEVELOPER:

LSLP LEGACY HILLS, LLC
C/O DAVY ROBERTS
P.O. BOX 1987
MARBLE FALLS, TEXAS 78654
DROBERTS@
LONESTARLANDPARTNERS.COM

SURVEYOR:

MATKIN HOOVER ENGINEERING & SURVEYING
C/O KYLE PRESSLER, R.P.L.S.
8 SPENCER ROAD, SUITE 300
BOERNE, TEXAS 78006
(830) 249-0600
KYLE.PRESSLER@MATKINHOOVER.COM

AGENT:

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C/O GARRETT KELLER, P.E.
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(830) 249-0600
GKELLER@MATKINHOOVER.COM



P.O. BOX 54
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: (830) 249-0600 FAX: (830) 249-0099
TEXAS REGISTERED ENGINEERING FIRM F-004512
TEXAS REGISTERED SURVEYING FIRM F-10024000
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

SUBMITTAL DATE:

JUNE 23, 2021
MHE JOB NO. 3208.01
MHS JOB NO. 20-5072

SHEET 1 OF 6

NOTES:

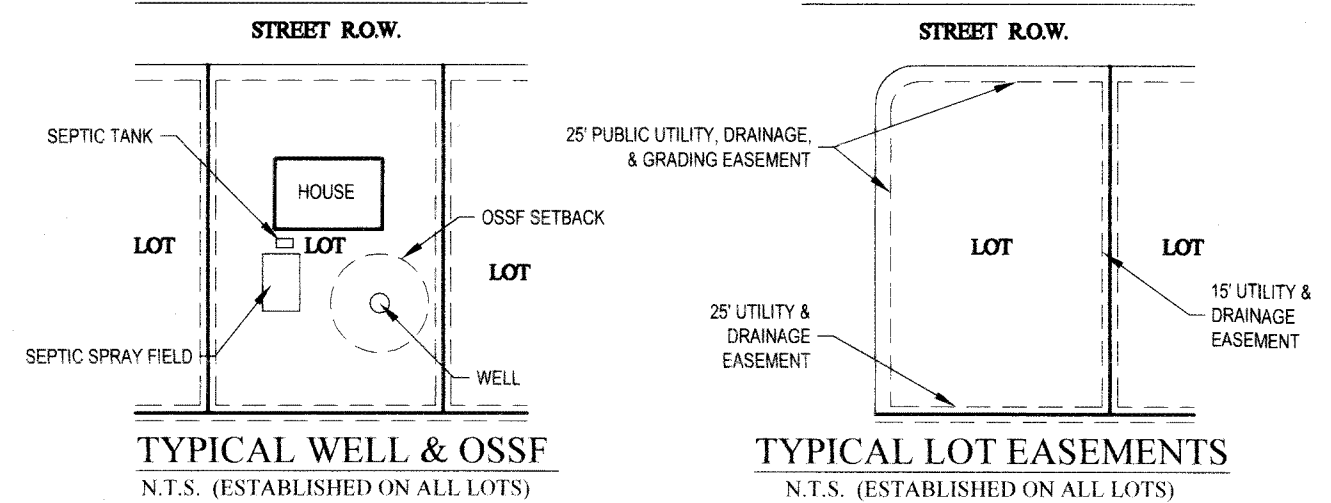
- EACH DWELLING CONSTRUCTED OR PLACED ON THE SUBDIVISION SHALL BE CONNECTED TO A PRIVATE SEPTIC SYSTEM MEETING THE SPECIFICATIONS AND REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND BLANCO COUNTY.
- WATER IS PROVIDED BY PRIVATE WELLS. NO PRIVATE SEPTIC SYSTEM WILL BE PERMITTED WITHIN 100' OF WELLS.
- THE COUNTY SHALL NOT BE RESPONSIBLE FOR THE QUANTITY OR QUALITY OF A RELIABLE WATER SOURCE.
- GARBAGE PICKUP IS AVAILABLE BY A COMMERCIAL FIRM.
- ELECTRICAL SERVICE IS PROVIDED BY PEDERNALES ELECTRIC COOP.
- POSTAL SERVICE WILL BE PROVIDED BY CLUSTER BOXES AT THE SUBDIVISION ENTRANCE.
- THERE IS 23.53 ACRES OF NEW PRIVATE ROAD RIGHT OF WAY.
- THERE IS 15,726 LINEAR FEET OF NEW PRIVATE ROADS.
- ALL ROADS WITHIN THE SUBDIVISION SHALL BE MAINTAINED BY THE LEGACY HILLS PROPERTY OWNERS ASSOCIATION.
- THERE ARE 91 RESIDENTIAL LOTS WITHIN THIS SUBDIVISION.
- BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE.
- LOCATION OF UTILITY EASEMENTS HEREBY CONVEYED SHALL BE LIMITED TO A STRIP OF LAND BEING TWENTY FIVE (25) FEET IN WIDTH ALONG ALL FRONT AND REAR LOT LINES AND FIFTEEN (15) FEET ALONG ALL SIDE LOT LINES, WITH ADDITIONAL GUYING EASEMENTS AS NEEDED, OR AS INDICATED ON SAID PLAT. TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS TO OR FROM SAID UTILITY EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, HANGING NEW WIRE ON, MAINTAINING AND REMOVING SAID LINES AND APPURTENANCES.
- THERE IS HEREBY DEDICATED DRAINAGE EASEMENTS WITHIN THIS SUBDIVISION AS NOTED ON THIS PLAT. THE REVIEW COMMITTEE OF THE PROPERTY OWNERS ASSOCIATION MAY FURTHER RESTRICT THE LOCATION OF BUILDINGS AND/OR OTHER IMPROVEMENTS AS PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AT THE BLANCO COUNTY COURTHOUSE. PROPERTY OWNERS ARE ADVISED THAT THEY ARE RESPONSIBLE FOR MAINTENANCE OF DRAINAGE EASEMENTS ON THEIR PROPERTY AND MAY NOT UTILIZE THESE EASEMENTS FOR ANY PURPOSE DETRIMENTAL TO THEIR INTENDED USE (I.E. NO SOLID FENCES, DENSE SHRUBBERY, STRUCTURES, SEPTIC TANK DRAIN FIELDS, ETC.).
- ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, GAS, TELEPHONE, AND/OR CATV LINES AND APPURTENANCES.
- GRANTOR HEREBY DEDICATES TO THE PUBLIC UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES. NO STRUCTURE, FENCES, WALLS, OR OTHER OBSTRUCTIONS OF ANY KIND SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. LANDSCAPING, FENCES, OR OTHER TYPES OF MODIFICATIONS WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENTS OR DECREASE THE HYDRAULIC CAPACITY OF THE EASEMENT SHALL NOT BE ALLOWED WITHOUT THE APPROVAL OF THE BLANCO COUNTY.
- BLANCO COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, DRIVES, RECREATION AREAS AND OPEN SPACES; THE SUBDIVISION PROPERTY OWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, ROADS, DRIVES, RECREATION AREAS AND OPEN SPACES, AND SAID OWNERS AGREE TO INDEMNIFY AND SAVE HARMLESS BLANCO COUNTY, FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS SET FORTH IN THIS NOTE.
- A PERPETUAL PUBLIC SAFETY AND PUBLIC SERVICE EASEMENT WITHIN THE PRIVATE ROADS FOR THE PURPOSE OF PROVIDING PUBLIC SAFETY SERVICES, POLICE, FIRE AND MEDICAL SERVICES, UTILITY METER READING, CODE ENFORCEMENT, BUILDING INSPECTIONS, SOLID WASTE COLLECTION, PUBLIC SCHOOL TRANSPORTATION, ANY OTHER PUBLIC SERVICES AND ENFORCING THE COUNTY ORDINANCES, AND GIVING THE COUNTY AND ITS AUTHORIZED OFFICERS AND DESIGNEES UNINHIBITED INGRESS AND EGRESS OVER, ACROSS AND THROUGH SUCH PRIVATE DRIVES, STREETS, ROADWAYS, AND RIGHTS-OF-WAY FOR THE PURPOSE OF PROVIDING PUBLIC SAFETY SERVICES, POLICE, FIRE AND MEDICAL SERVICES, AND ENFORCING THE PENAL CODE AND COUNTY ORDINANCES. THE POA SHALL MAINTAIN AT ALL TIMES WITH THE COUNTY EMERGENCY MANAGEMENT OFFICE THE CURRENT GATE CODE OR KEY FOR ALL GATES REGULATING ACCESS TO AND FROM THE SUBDIVISION.

PEDERNALES ELECTRIC NOTES:

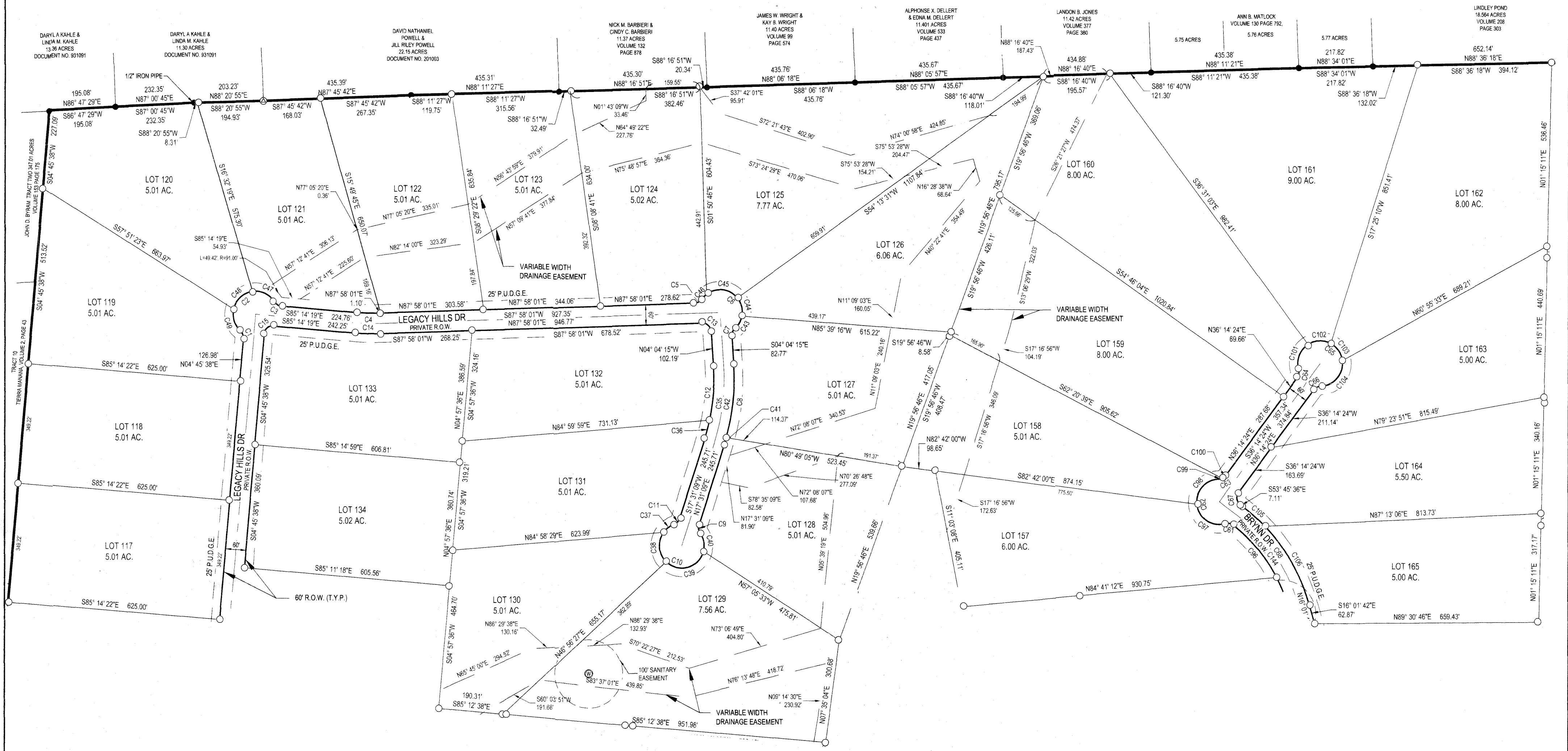
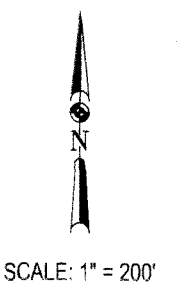
- ANY PEC MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF PEC EQUIPMENT, LOCATED WITHIN SAID EASEMENT, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATION.
- PEDERNALES ELECTRIC COOPERATIVE, INC. (PEC) AS PART OF ITS ELECTRIC SYSTEM ARE HEREBY DEDICATED TO THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT", "GAS EASEMENT", "ANCHOR EASEMENT", "SERVICE EASEMENT", "OVERHANG EASEMENT", "UTILITY EASEMENT", AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND, THE RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THERETO. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREA.
- THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW: NONE.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS, IT IS UNDERSTOOD THAT ALL ROADS SHOWN HEREON ARE PRIVATE ROADS AND SHALL REMAIN THE PROPERTY OF THE SUBDIVIDER AND/OR SUBSEQUENT OWNERS OF THE PROPERTY. THE CONSTRUCTION, REPAIR, AND MAINTENANCE OF THESE ROADS AND ANY ASSOCIATED DRAINAGE IMPROVEMENTS WILL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND/OR SUBSEQUENT OWNERS OF THE SUBDIVISION AND WILL NOT BE THE RESPONSIBILITY OF BLANCO COUNTY.

Davy Roberts 8/24/2021
DAVY ROBERTS, AUTHORIZED AGENT DATE



FINAL PLAT FOR LEGACY HILLS PHASE 2



- LEGEND**
- CALCULATED POINT
 - SET 1/2" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN-HOOVER ENG. & SURVEY"
 - ⊙ FOUND TXDOT TYPE I MONUMENT
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 - FOUND 1/2" IRON ROD
 - ⊙ FOUND 3" METAL FENCE POST
 - ⊙ FOUND 1/2" IRON ROD WITH AN ORANGE "CUPLIN" PLASTIC CAP
 - ⊙ FOUND 60D NAIL
 - ⊙ WELL
 - P.U.D.G.E. PUBLIC UTILITY, DRAINAGE, AND GRADING EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - ▭ DRAINAGE EASEMENT

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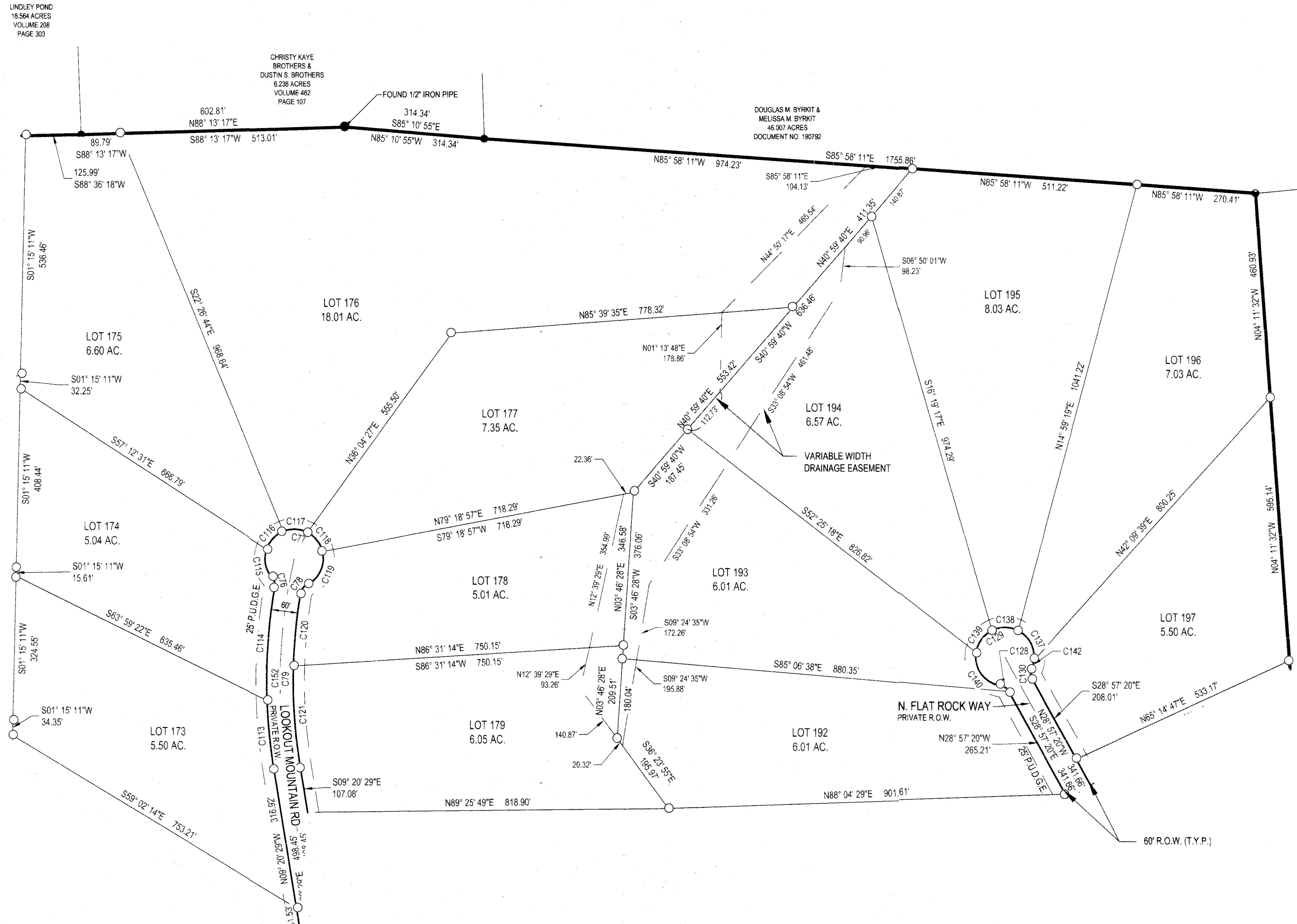
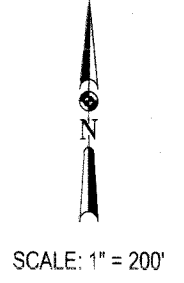
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SUBMITTAL DATE: 6/23/21
MHE JOB NO. 3206.00
MHS JOB NO. 20-5072
SHEET 2 **OF** 6

FINAL PLAT FOR LEGACY HILLS PHASE 2

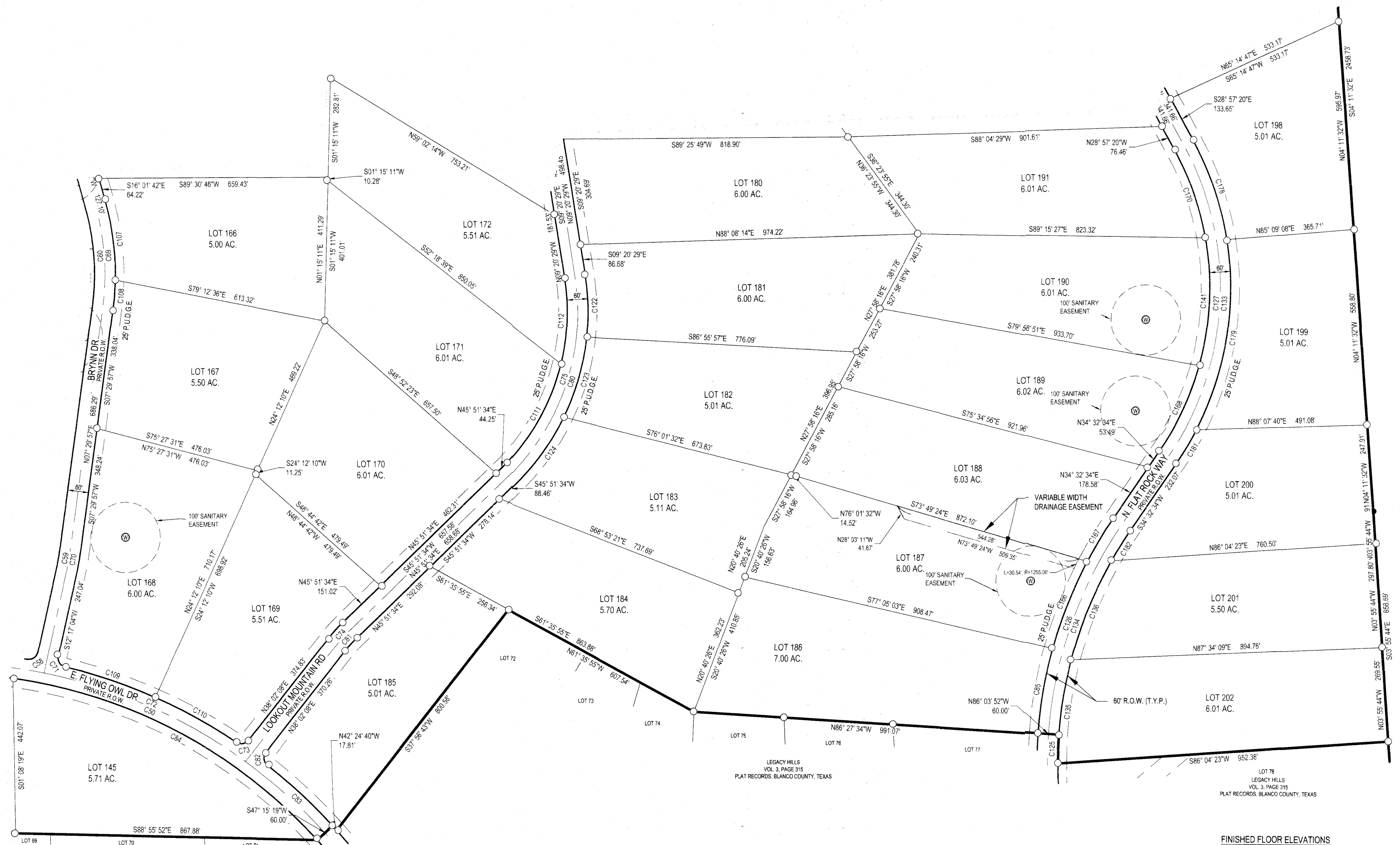
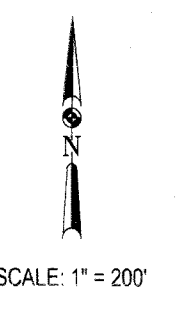


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<p>OWNER/DEVELOPER: LSLP LEGACY HILLS, LLC C/O DAVY ROBERTS P.P. BOX 1987 MARBLE FALLS, TEXAS 78654 DROBERTS@LONESTARLANDPARTNERS.COM</p>	<p>SURVEYOR: MATKIN HOOVER ENGINEERING & SURVEYING C/O KYLE L. PRESSLER, R.P.L.S. 8 SPENCER ROAD, SUITE 300 BOERNE, TEXAS 78006 OFF: (830) 249-0600 FAX: (830) 249-0099 KYLE.PRESSLER@MATKINHOOVER.COM</p>	<p>AGENT: MATKIN HOOVER ENGINEERING & SURVEYING C/O GARRETT KELLER, P.E. 8 SPENCER ROAD, SUITE 100 BOERNE, TEXAS 78006 (830) 249-0600 GKELLER@MATKINHOOVER.COM</p>	<p>MATKINHOOVER ENGINEERING & SURVEYING <small>P.O. BOX 54 8 SPENCER ROAD SUITE 100 BOERNE, TEXAS 78006 OFFICE: 830.249.0600 FAX: 830.249.0099</small></p>	<p>SUBMITTAL DATE: 6/23/21 MHE JOB NO. 3206.00 MHS JOB NO. 20-5072 SHEET 3 OF 6</p>
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FINAL PLAT FOR LEGACY HILLS PHASE 2



ROBERTA ROOKE
HODGES
910.10 ACRES
VOLUME 69
PAGE 52

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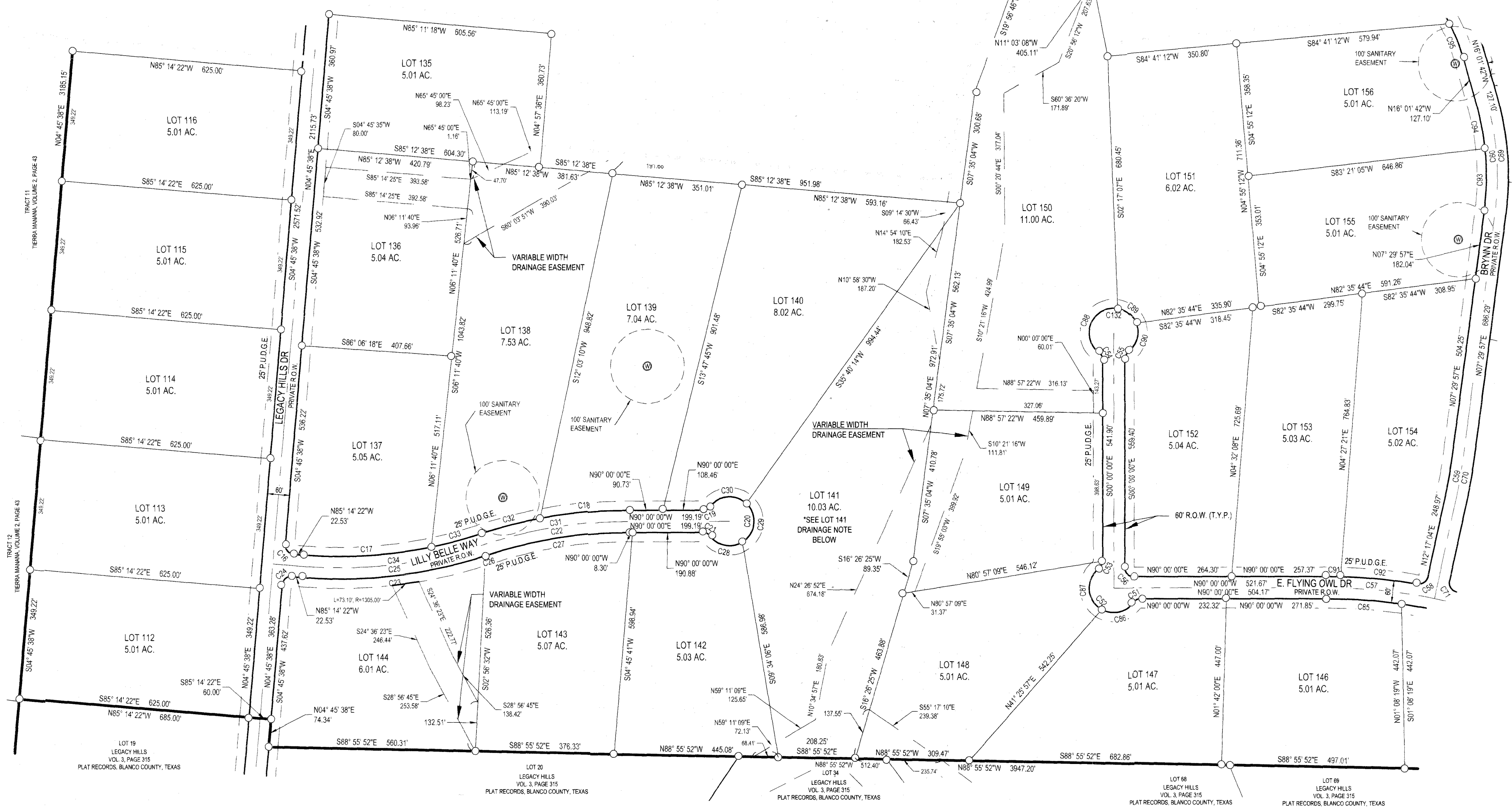
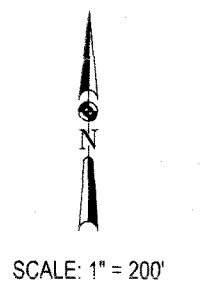
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SHEET 4 OF 6

LEGACY HILLS
VOL. 3, PAGE 315
PLAT RECORDS, BLANCO COUNTY, TEXAS

LOT 78
LEGACY HILLS
VOL. 3, PAGE 215
PLAT RECORDS, BLANCO COUNTY, TEXAS

FINAL PLAT FOR LEGACY HILLS PHASE 2



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LOT 141 DRAINAGE NOTE:
CONCENTRATED STORMWATER RUNOFF FROM LILLY BELLE WAY RIGHT-OF-WAY ENTERS LOT 141. LAND OWNER SHALL ACCOMMODATE RUNOFF WITH SITE DESIGN/LAYOUT.

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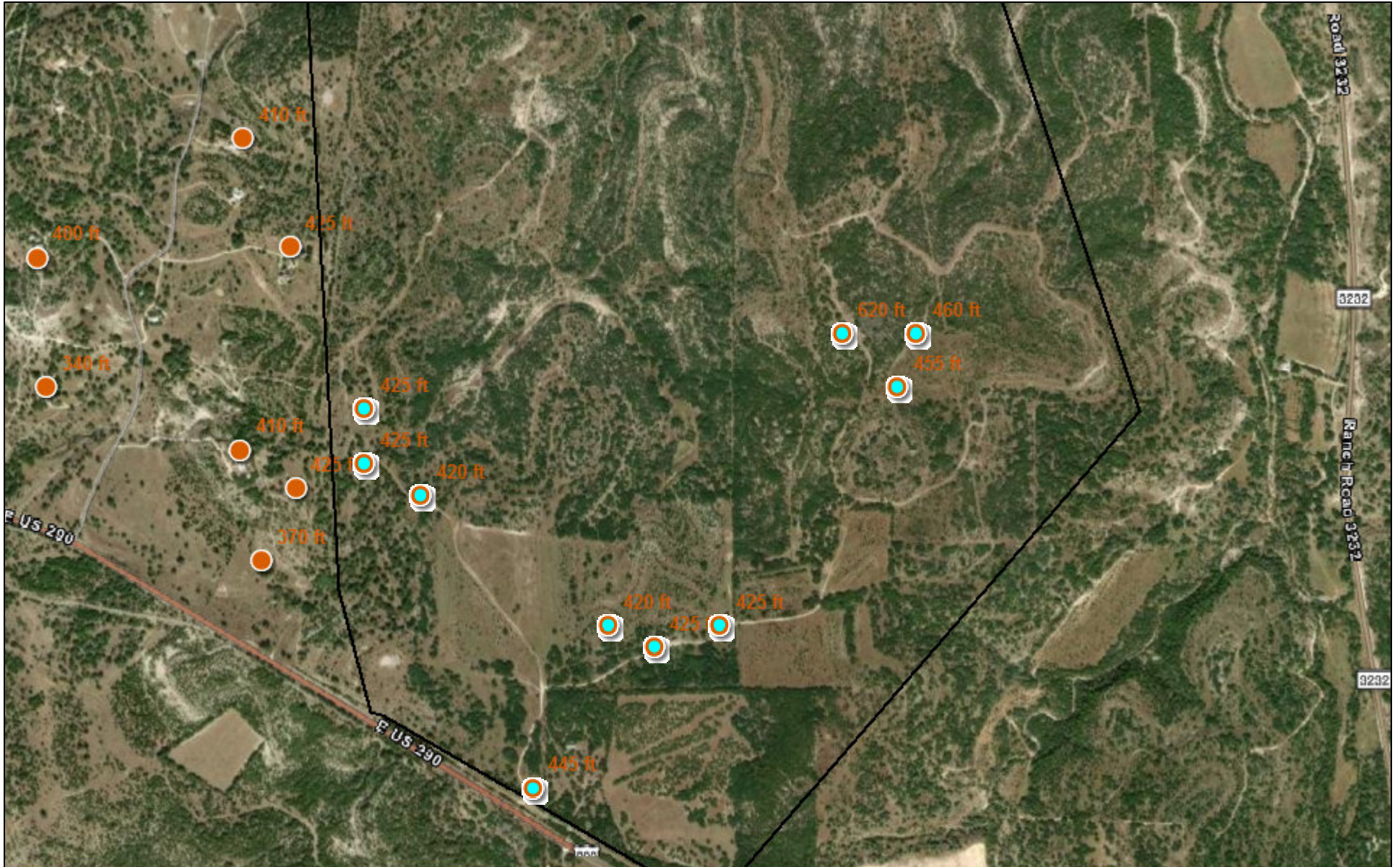
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SUBMITTAL DATE: 6/23/21
MHE JOB NO. 3206.00
MHS JOB NO. 20-5072
SHEET 5 OF 6

Legacy Hills Water Well Data



Well Report Tracking Number	Well Type	Proposed Use	County	Well Owner	Well Street	Well City	Well Zip Code	Latitude (DD)	Longitude (DD)	Date of Well Completion	Borehole Depth (ft)	Injurious Water Quality	Plugging Report Tracking Number	Known Location Error
104306	New Well	Domestic	Blanco	Murphy Family	U.S. 290 West of Henly	Johnson City, TX	78636	30.215556	-98.253889	Jan 30, 2007	620	no		
561449	New Well	Domestic	Blanco	Bohls Interest LTD.	Legacy	Johnson City	78636	30.213611	-98.268056	Dec 1, 2020	425	no		
561450	New Well	Domestic	Blanco	Bohls Interest LTD.	Legacy # 2	Johnson City	78636	30.212222	-98.268056	Dec 2, 2020	425	no		
561451	New Well	Domestic	Blanco	Bohls Interest LTD.	Legacy # 3	Johnson City	78636	30.211389	-98.266389	Dec 3, 2020	420	no		
561452	New Well	Domestic	Blanco	Bohls Interest LTD.	Legacy # 4	Johnson City	78636	30.208056	-98.260833	Dec 6, 2020	420	no		
561453	New Well	Domestic	Blanco	Bohls Interest LTD.	Legacy # 5	Johnson City	78636	30.2075	-98.259444	Dec 6, 2020	425	no		
561726	New Well	Domestic	Blanco	Bohls Interest LTD.	Legacy # 6	Johnson City	78636	30.208056	-98.2575	Dec 8, 2020	425	no		
561735	New Well	Domestic	Blanco	Bohls Interest LTD.	Legacy # 7	Johnson City	78636	30.214167	-98.252222	Dec 9, 2020	455	no		
561736	New Well	Domestic	Blanco	Bohls Interest LTD.	Legacy # 8	Johnson City	78636	30.215556	-98.251667	Dec 10, 2020	460	no		
561739	New Well	Domestic	Blanco	Bohls Interest LTD.	Legacy # 9	Johnson City	78636	30.203889	-98.263056	Dec 13, 2020	445	no		

STATE OF TEXAS WELL REPORT for Tracking #104306

Owner: Murphy Family	Owner Well #: MurFamLTD#2
Address: 9205 Lake Forest Corpus Christi, TX 77845	Grid #: 57-54-3
Well Location: U.S. 290 West of Henly Johnson City, TX, TX 78636	Latitude: 30° 12' 56" N
Well County: Blanco	Longitude: 098° 15' 14" W
	Elevation: 1255 ft. above sea level

Type of Work: New Well	Proposed Use: Domestic
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Drilling Start Date: **12/28/2006** Drilling End Date: **1/31/2007**

	Diameter (in.)	Top Depth (ft.)	Bottom Depth (ft.)
Borehole:	8	0	620

Drilling Method: **Air Rotary**

Borehole Completion: **Straight Wall**

	Top Depth (ft.)	Bottom Depth (ft.)	Description (number of sacks & material)
Annular Seal Data:	0	60	12Port;1HolePI
	375	400	3Port;1Benseal

Seal Method: **Pressure Grout**

Distance to Property Line (ft.): **2000+**

Sealed By: **Whisenant&Lyle Water
Services, Inc.**

Distance to Septic Field or other
concentrated contamination (ft.): **N/A**

Variance Number: **N/A**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **Non-Existant**

Surface Completion: **Surface Sleeve Installed**

Water Level: **291 ft. below land surface on 2007-01-03** Measurement Method: **Unknown**

Packers:
6 Mil Poly 60'
6 Mil Poly 220'
6 Mil Poly 340'
Shale Packer 340'

Type of Pump: **Submersible** Pump Depth (ft.): **320**

Well Tests: **Jetted** Yield: **25+ GPM**

Water Quality:

<i>Strata Depth (ft.)</i>	<i>Water Type</i>
340'400'	Good

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Whisenant & Lyle Water Services, Inc.**

**P. O. Box 525
Dripping Springs, TX 78620**

Driller Name: **Martin Dale Lingle, Jr.**

License Number: **54813**

Comments: **updated county by TWDB on 2/15/08 - BA**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Casing:
BLANK PIPE & WELL SCREEN DATA

<i>Top (ft.)</i>	<i>Bottom (ft.)</i>	<i>Description</i>
0	1	Topsoil
1	3	White Clay
3	7	Brown Limestone
7	13	White Limestone Hard
13	21	Brown Limestone Hard
21	23	Lt. Gray Limestone
23	24	Gray Clay
24	111	Lt. Gray Limestone
111	113	Brown Limestone
113	118	Gray Limestone
118	135	Dk. Gray Limestoe
118	135	Dk. Gray Shale
135	137	Lt. Brown Limestone
137	155	Lt. Gray Limestone
155	158	Brown Limestone
158	161	Lt. Gray Limestone
161	260	Lt. Gray Tan Limestone
260	275	Dk. Gray Limestone

<i>Dia. (in.)</i>	<i>New/Used</i>	<i>Type</i>	<i>Setting From/To (ft.)</i>
4.5"	N	PVC -SDR 171B	+3' - 340'
4.5"	N	PVC-17 SLOTTED.085	340' - 400'

275	278	Lt. Gray Limestone
278	340	Dk. Gray Limestone
340	370	Brown Tan Limestone Hard
370	390	Brown Limestone Fractured Hard
390	405	Brown Gray Limestone
405	445	Gray Clay
445	502	Conglomerate
502	504	Gray Clay
504	518	Brown Tan Limestone
518	524	Dk. Shale
524	541	Blue Shale
541	551	Brown Limestone
551	553	Dk. Shale
553	591	Conglomerate
591	620	Dk. Shale
591	620	White Rock

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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**Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540**

STATE OF TEXAS WELL REPORT for Tracking #561449

Owner: **Bohls Interest LTD.** Owner Well #: **1**
Address: **3303 Northand Dr. Suite # 212** Grid #: **57-54-3**
Austin , TX 78731
Well Location: **Legacy** Latitude: **30° 12' 49" N**
1 Longitude: **098° 16' 05" W**
Johnson City, TX 78636 Elevation: **No Data**
Well County: **Blanco**
Number of Wells Drilled: **9**

Type of Work: **New Well** Proposed Use: **Domestic**

Drilling Start Date: **12/2/2020** Drilling End Date: **12/2/2020**

	<i>Diameter (in.)</i>	<i>Top Depth (ft.)</i>	<i>Bottom Depth (ft.)</i>
Borehole:	8.5	0	50
	6.5	50	425

Drilling Method: **Air Rotary**

Borehole Completion: **Straight Wall**

Annular Seal Data: **No Data**

Seal Method: **Slurry**

Sealed By: **Driller**

Distance to Property Line (ft.): **50**

Distance to Septic Field or other
concentrated contamination (ft.): **100**

Distance to Septic Tank (ft.): **50**

Method of Verification: **Land Owner**

Surface Completion: **Surface Sleeve Installed** **Surface Completion by Driller**

Water Level: **No Data**

Packers: **Burlap/Neoprene at 50 ft.**
Burlap/Neoprene at 55 ft.
Burlap/Neoprene at 235 ft.
Burlap/Neoprene at 240 ft.

Type of Pump: **No Data**

Well Tests: **Jetted** **Yield: 60 GPM**

Water Quality:

<i>Strata Depth (ft.)</i>	<i>Water Type</i>
240 - 380	M. Trinity TDS 1400

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Apex Drilling, Inc.**
P.O. Box 867
Marble Falls, TX 78654

Driller Name: **Andrew Jackson Johnson**

License Number: **54989**

Comments: **BPGCD # 20200179**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Casing:
BLANK PIPE & WELL SCREEN DATA

<i>Top (ft.)</i>	<i>Bottom (ft.)</i>	<i>Description</i>
0	1	Top Soil
1	18	Tan LS Broken w/ Sandy Loam
18	32	Tan LS
32	125	Gray LS
125	140	Tan Gray LS
140	175	Gray LS
175	232	Gray Tan LS
232	240	Light Tan LS
240	327	Tan Gray LS
327	335	White LS
335	347	Tan LS
347	365	Broken Gray Tan LS
365	380	Broken Gray Tan Brown LS w/ Stripes of Turquoise Clay
380	400	Gray Tan LS
400	425	Gray LS

<i>Dia (in.)</i>	<i>Type</i>	<i>Material</i>	<i>Sch./Gage</i>	<i>Top (ft.)</i>	<i>Bottom (ft.)</i>
4.5	Blank	New Plastic (PVC)	SDR17	2	315
4.5	Screen	New Plastic (PVC)	.035	315	375

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**Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540**

STATE OF TEXAS WELL REPORT for Tracking #561450

Owner: Bohls Interest LTD.	Owner Well #: 2
Address: 3303 Northland Dr Suite # 212 Austin, TX 78731	Grid #: 57-54-3
Well Location: Legacy # 2 Johnson City, TX 78636	Latitude: 30° 12' 44" N
Well County: Blanco	Longitude: 098° 16' 05" W
Number of Wells Drilled: 9	Elevation: No Data

Type of Work: New Well	Proposed Use: Domestic
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Drilling Start Date: **12/3/2020** Drilling End Date: **12/3/2020**

	<i>Diameter (in.)</i>	<i>Top Depth (ft.)</i>	<i>Bottom Depth (ft.)</i>
Borehole:	8.5	0	50
	6.5	50	425

Drilling Method: **Air Rotary**

Borehole Completion: **Straight Wall**

	<i>Top Depth (ft.)</i>	<i>Bottom Depth (ft.)</i>	<i>Description (number of sacks & material)</i>
Annular Seal Data:	0	50	3 Benseal 3 Portland 6 Bags/Sacks

Seal Method: **Slurry**

Sealed By: **Driller**

Distance to Property Line (ft.): **50**

Distance to Septic Field or other
concentrated contamination (ft.): **100**

Distance to Septic Tank (ft.): **50**

Method of Verification: **Land Owner**

Surface Completion: Surface Sleeve Installed	Surface Completion by Driller
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Water Level: **No Data**

Packers: **Burlap/Neoprene at 50 ft.
Burlap/Neoprene at 55 ft.
Burlap/Neoprene at 300 ft.
Burlap/Neoprene at 325 ft.**

Type of Pump: **No Data**

Well Tests: **Jetted Yield: 60 GPM**

Water Quality:	<i>Strata Depth (ft.)</i>	<i>Water Type</i>
	325 - 424	M. Trinity - TDS 1400

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Apex Drilling, Inc.**
P.O. Box 867
Marble Falls, TX 78654

Driller Name: **Andrew Jackson Johnson** License Number: **54989**

Comments: **BPGCD # 20200180**

Lithology:
 DESCRIPTION & COLOR OF FORMATION MATERIAL

<i>Top (ft.)</i>	<i>Bottom (ft.)</i>	<i>Description</i>
0	1	Top SOil
1	23	Broken Tan LS
23	85	Gray LS
85	295	Gray Tan LS
295	310	Gray LS
310	315	White LS
315	325	Tan Gray LS
325	340	Brown LS
340	352	Brown Tan LS
352	365	Brown Tan Gray LS
365	387	Tan LS
387	400	Broken Tan Gray LS
400	424	Gray LS
424	425	Gray Clay

Casing:
 BLANK PIPE & WELL SCREEN DATA

<i>Dia (in.)</i>	<i>Type</i>	<i>Material</i>	<i>Sch./Gage</i>	<i>Top (ft.)</i>	<i>Bottom (ft.)</i>
4.5	Blank	New Plastic (PVC)	SDR17	2	365
4.5	Screen	New Plastic (PVC)	.035	365	425

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P.O. Box 12157
Austin, TX 78711
(512) 334-5540**

STATE OF TEXAS WELL REPORT for Tracking #561451

Owner: Bohls Interest LTD.	Owner Well #: 3
Address: 3303 Northand Dr. Suite # 212 Austin, TX 78731	Grid #: 57-54-3
Well Location: Legacy # 3 Johnson City, TX 78636	Latitude: 30° 12' 41" N
Well County: Blanco	Longitude: 098° 15' 59" W
Number of Wells Drilled: 9	Elevation: No Data

Type of Work: New Well	Proposed Use: Domestic
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Drilling Start Date: **12/4/2020** Drilling End Date: **12/4/2020**

	<i>Diameter (in.)</i>	<i>Top Depth (ft.)</i>	<i>Bottom Depth (ft.)</i>
Borehole:	8.5	0	50
	6.5	50	420

Drilling Method: **Air Rotary**

Borehole Completion: **Straight Wall**

	<i>Top Depth (ft.)</i>	<i>Bottom Depth (ft.)</i>	<i>Description (number of sacks & material)</i>
Annular Seal Data:	0	50	3 Benseal 3 Portland 6 Bags/Sacks

Seal Method: **Slurry**

Sealed By: **Driller**

Distance to Property Line (ft.): **50**

Distance to Septic Field or other
concentrated contamination (ft.): **100**

Distance to Septic Tank (ft.): **50**

Method of Verification: **Land Owner**

Surface Completion: Surface Sleeve Installed	Surface Completion by Driller
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Water Level: **No Data**

Packers: **Burlap/Neoprene at 50 ft.**
Burlap/Neoprene at 55 ft.
Burlap/Neoprene at 315 ft.
Burlap/Neoprene at 320 ft.

Type of Pump: **No Data**

Well Tests: **Jetted** **Yield: 60 GPM**

Water Quality:	<i>Strata Depth (ft.)</i>	<i>Water Type</i>
	320 - 418	M. Trinity - TDS 1500

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Apex Drilling, Inc.**
P.O. Box 867
Marble Falls, TX 78654

Driller Name: **Andrew Jackson Johnson** License Number: **54989**

Comments: **BPGCD # 20200181**

Lithology:
 DESCRIPTION & COLOR OF FORMATION MATERIAL

<i>Top (ft.)</i>	<i>Bottom (ft.)</i>	<i>Description</i>
0	1	Top Soil
1	19	Tan LS
19	75	Gray LS
75	250	Gray Tan LS
250	270	Gray Tan Brown LS
270	308	Gray Tan LS
308	320	Blue Tan LS
320	338	Light Tan LS
338	380	Broken Gray Tan LS
380	410	Brown LS
410	418	Gray LS
418	420	Gray Clay

Casing:
 BLANK PIPE & WELL SCREEN DATA

<i>Dia (in.)</i>	<i>Type</i>	<i>Material</i>	<i>Sch./Gage</i>	<i>Top (ft.)</i>	<i>Bottom (ft.)</i>
4.5	Blank	New Plastic (PVC)	SDR17	2	360
4.5	Screen	New Plastic (PVC)	.035	360	420

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STATE OF TEXAS WELL REPORT for Tracking #561452

Owner: Bohls Interest LTD.	Owner Well #: 4
Address: 3303 Northand Dr. Suite # 212 Austin, TX 78731	Grid #: 57-54-6
Well Location: Legacy # 4 Johnson City, TX 78636	Latitude: 30° 12' 29" N
Well County: Blanco	Longitude: 098° 15' 39" W
Number of Wells Drilled: 9	Elevation: No Data

Type of Work: New Well	Proposed Use: Domestic
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Drilling Start Date: **12/7/2020** Drilling End Date: **12/7/2020**

	<i>Diameter (in.)</i>	<i>Top Depth (ft.)</i>	<i>Bottom Depth (ft.)</i>
Borehole:	8.5	0	50
	6.5	50	420

Drilling Method: **Air Rotary**

Borehole Completion: **Straight Wall**

	<i>Top Depth (ft.)</i>	<i>Bottom Depth (ft.)</i>	<i>Description (number of sacks & material)</i>
Annular Seal Data:	0	50	3 Benseal 3 Portland 6 Bags/Sacks

Seal Method: **Slurry**

Sealed By: **Driller**

Distance to Property Line (ft.): **50**

Distance to Septic Field or other
concentrated contamination (ft.): **100**

Distance to Septic Tank (ft.): **50**

Method of Verification: **Land Owner**

Surface Completion: Surface Sleeve Installed	Surface Completion by Driller
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Water Level: **No Data**

Packers: **Burlap/Neoprene at 50 ft.
Burlap/Neoprene at 55 ft.
Burlap/Neoprene at 320 ft.
Burlap/Neoprene at 325 ft.**

Type of Pump: **No Data**

Well Tests: **Jetted Yield: 35 GPM**

Water Quality:	<i>Strata Depth (ft.)</i>	<i>Water Type</i>
	325 - 408	M. Trinity TDS 1500

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Apex Drilling, Inc.**
P.O. Box 867
Marble Falls, TX 78654

Driller Name: **Andrew Jackson Johnson** License Number: **54989**

Comments: **BPGCD # 20200182**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Casing:
BLANK PIPE & WELL SCREEN DATA

<i>Top (ft.)</i>	<i>Bottom (ft.)</i>	<i>Description</i>
0	1	Top Soil
1	13	Tan LS
13	70	Gray LS
70	285	Gray Tan LS
285	290	Tan LS w Blue LS
290	325	Gray LS
325	340	Light Tan LS
340	360	Gray Tan Brown LS
360	398	Brown Gray Tan LS
398	408	Brown LS
408	420	Gray LS

<i>Dia (in.)</i>	<i>Type</i>	<i>Material</i>	<i>Sch./Gage</i>	<i>Top (ft.)</i>	<i>Bottom (ft.)</i>
4.5	Blank	New Plastic (PVC)	SDR17	0	360
4.5	Screen	New Plastic (PVC)	.035	360	420

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P.O. Box 12157
Austin, TX 78711
(512) 334-5540**

STATE OF TEXAS WELL REPORT for Tracking #561453

Owner: Bohls Interest LDT.	Owner Well #: 5
Address: 3303 Northand Dr. Suite # 212 Austin, TX 78731	Grid #: 57-54-6
Well Location: Legacy # 5 Johnson City, TX 78636	Latitude: 30° 12' 27" N
Well County: Blanco	Longitude: 098° 15' 34" W
Number of Wells Drilled: 9	Elevation: No Data

Type of Work: New Well	Proposed Use: Domestic
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Drilling Start Date: **12/7/2020** Drilling End Date: **12/7/2020**

	<i>Diameter (in.)</i>	<i>Top Depth (ft.)</i>	<i>Bottom Depth (ft.)</i>
Borehole:	8.5	0	50
	6.5	50	425

Drilling Method: **Air Rotary**

Borehole Completion: **Straight Wall**

	<i>Top Depth (ft.)</i>	<i>Bottom Depth (ft.)</i>	<i>Description (number of sacks & material)</i>
Annular Seal Data:	0	50	3 Benseal 3 Portland 6 Bags/Sacks

Seal Method: **Slurry**

Sealed By: **Driller**

Distance to Property Line (ft.): **50**

Distance to Septic Field or other
concentrated contamination (ft.): **100**

Distance to Septic Tank (ft.): **50**

Method of Verification: **Land Owner**

Surface Completion: Surface Sleeve Installed	Surface Completion by Driller
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Water Level: **No Data**

Packers: **Burlap/Neoprene at 50 ft.**
Burlap/Neoprene at 55 ft.
Burlap/Neoprene at 320 ft.
Burlap/Neoprene at 325 ft.

Type of Pump: **No Data**

Well Tests: **Jetted** **Yield: Lost Return GPM**

Water Quality:

<i>Strata Depth (ft.)</i>	<i>Water Type</i>
325 - 425	M. Trinity

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Apex Drilling, Inc.**
P.O. Box 867
Marble Falls, TX 78654

Driller Name: **Andrew Jackson Johnson** License Number: **54989**

Comments: **BPGCD # 20200183**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

<i>Top (ft.)</i>	<i>Bottom (ft.)</i>	<i>Description</i>
0	1	Top SOil
1	16	Tan LS
16	25	Gray LS
25	30	Tan LS
30	160	Gray LS
160	305	Gray Tan LS
305	320	Soft
320	330	Choppy
330	340	Soft
340	360	Soft
360	425	Choppy

Casing:
BLANK PIPE & WELL SCREEN DATA

<i>Dia (in.)</i>	<i>Type</i>	<i>Material</i>	<i>Sch./Gage</i>	<i>Top (ft.)</i>	<i>Bottom (ft.)</i>
4.5	Blank	New Plastic (PVC)	SDR17	2	365
4.5	Screen	New Plastic (PVC)	.035	365	425

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P.O. Box 12157
Austin, TX 78711
(512) 334-5540**

STATE OF TEXAS WELL REPORT for Tracking #561726

Owner: Bohls Interest LTD.	Owner Well #: 6
Address: 3303 Northand Dr. Suite # 212 Austin, TX 78731	Grid #: 57-54-6
Well Location: Legacy # 6 Johnson City, TX 78636	Latitude: 30° 12' 29" N
Well County: Blanco	Longitude: 098° 15' 27" W
Number of Wells Drilled: 9	Elevation: No Data

Type of Work: New Well	Proposed Use: Domestic
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Drilling Start Date: **12/9/2020** Drilling End Date: **12/9/2020**

	<i>Diameter (in.)</i>	<i>Top Depth (ft.)</i>	<i>Bottom Depth (ft.)</i>
Borehole:	8.5	0	50
	6.5	50	425

Drilling Method: **Air Rotary**

Borehole Completion: **Straight Wall**

	<i>Top Depth (ft.)</i>	<i>Bottom Depth (ft.)</i>	<i>Description (number of sacks & material)</i>
Annular Seal Data:	0	50	3 Benseal 3 Portland 6 Bags/Sacks

Seal Method: **Slurry**

Sealed By: **Driller**

Distance to Property Line (ft.): **50**

Distance to Septic Field or other
concentrated contamination (ft.): **100**

Distance to Septic Tank (ft.): **50**

Method of Verification: **Land Owner**

Surface Completion: Surface Sleeve Installed	Surface Completion by Driller
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Water Level: **No Data**

Packers: **Burlap/Neoprene at 50 ft.
Burlap/Neoprene at 55 ft.
Burlap/Neoprene at 335 ft.
Burlap/Neoprene at 340 ft.**

Type of Pump: **No Data**

Well Tests: **Jetted Yield: 50 GPM**

Water Quality:	<i>Strata Depth (ft.)</i>	<i>Water Type</i>
	340 - 470	M. Trinity - TDS 1500

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Apex Drilling, Inc.**
P.O. Box 867
Marble Falls, TX 78654

Driller Name: **Andrew Jackson Johnson** License Number: **54989**

Comments: **BPGCD # 20200184**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Casing:
BLANK PIPE & WELL SCREEN DATA

<i>Top (ft.)</i>	<i>Bottom (ft.)</i>	<i>Description</i>
0	1	Top Soil
1	20	Tan LS
20	50	Gray LS
50	147	Gray Tan LS
147	152	Gray LS w/ Calcite
152	200	Gray Tan LS
200	265	Tan LS
265	320	Gray Tan LS
320	340	Gray LS
340	355	Light Tan LS
355	404	Gray Tan LS
404	420	Brown LS
420	425	Gray LS

<i>Dia (in.)</i>	<i>Type</i>	<i>Material</i>	<i>Sch./Gage</i>	<i>Top (ft.)</i>	<i>Bottom (ft.)</i>
4.5	Blank	New Plastic (PVC)	SDR17	2	365
4.5	Screen	New Plastic (PVC)	.035	365	425

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

TEX. OCC. CODE Title 12, Chapter 1901.251, authorizes the owner (owner or the person for whom the well was drilled) to keep information in Well Reports confidential. The Department shall hold the contents of the well log confidential and not a matter of public record if it receives, by certified mail, a written request to do so from the owner.

Please include the report's Tracking Number on your written request.

Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #561735

Owner: Bohls Interest LTD.	Owner Well #: 7
Address: 3303 Northland Dr. Suite #212 Austin, TX 78731	Grid #: 57-54-3
Well Location: Legacy # 7 Johnson City, TX 78636	Latitude: 30° 12' 51" N
Well County: Blanco	Longitude: 098° 15' 08" W
Number of Wells Drilled: 9	Elevation: No Data

Type of Work: New Well	Proposed Use: Domestic
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Drilling Start Date: **12/10/2020** Drilling End Date: **12/10/2020**

	<i>Diameter (in.)</i>	<i>Top Depth (ft.)</i>	<i>Bottom Depth (ft.)</i>
Borehole:	8.5	0	50
	6.5	50	455

Drilling Method: **Air Rotary**

Borehole Completion: **Straight Wall**

	<i>Top Depth (ft.)</i>	<i>Bottom Depth (ft.)</i>	<i>Description (number of sacks & material)</i>
Annular Seal Data:	0	50	3 Benseal 3 Portland 6 Bags/Sacks

Seal Method: **Slurry**

Sealed By: **Driller**

Distance to Property Line (ft.): **50**

Distance to Septic Field or other concentrated contamination (ft.): **100**

Distance to Septic Tank (ft.): **50**

Method of Verification: **Land Owner**

Surface Completion: Surface Sleeve Installed	Surface Completion by Driller
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Water Level: **No Data**

Packers: **Burlap/Neoprene at 50 ft.**
Burlap/Neoprene at 55 ft.
Burlap/Neoprene at 360 ft.
Burlap/Neoprene at 365 ft.

Type of Pump: **No Data**

Well Tests: **Jetted** **Yield: 42 GPM**

Water Quality:	<i>Strata Depth (ft.)</i>	<i>Water Type</i>
	360 - 445	M. Trinity - TDS 1500

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Apex Drilling, Inc.**
P.O. Box 867
Marble Falls, TX 78654

Driller Name: **Andrew Jackson Johnson** License Number: **54989**

Comments: **BPGCD # 20200185**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Casing:
BLANK PIPE & WELL SCREEN DATA

<i>Top (ft.)</i>	<i>Bottom (ft.)</i>	<i>Description</i>
0	1	Top Soil
1	16	Caliche
16	105	Gray LS
105	330	Gray Tan LS
330	350	Gray LS
350	365	Tan LS
365	390	Gray Tan LS
390	419	Gray Tan
419	445	Brown LS
445	454	Gray LS
454	455	Gray Clay

<i>Dia (in.)</i>	<i>Type</i>	<i>Material</i>	<i>Sch./Gage</i>	<i>Top (ft.)</i>	<i>Bottom (ft.)</i>
4.5	Blank	New Plastic (PVC)	SDR17	2	395
4.5	Screen	New Plastic (PVC)	.035	395	455

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

TEX. OCC. CODE Title 12, Chapter 1901.251, authorizes the owner (owner or the person for whom the well was drilled) to keep information in Well Reports confidential. The Department shall hold the contents of the well log confidential and not a matter of public record if it receives, by certified mail, a written request to do so from the owner.

Please include the report's Tracking Number on your written request.

**Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540**

STATE OF TEXAS WELL REPORT for Tracking #561736

Owner: Bohls Interest LTD.	Owner Well #: 8
Address: 3303 Northland Dr. Suite # 212 Austin , TX 78731	Grid #: 57-54-3
Well Location: Legacy # 8 Johnson City, TX 78636	Latitude: 30° 12' 56" N
Well County: Blanco	Longitude: 098° 15' 06" W
Number of Wells Drilled: 9	Elevation: No Data

Type of Work: New Well	Proposed Use: Domestic
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Drilling Start Date: **12/11/2020** Drilling End Date: **12/11/2020**

	<i>Diameter (in.)</i>	<i>Top Depth (ft.)</i>	<i>Bottom Depth (ft.)</i>
Borehole:	8.5	0	50
	6.5	50	460

Drilling Method: **Air Rotary**

Borehole Completion: **Straight Wall**

	<i>Top Depth (ft.)</i>	<i>Bottom Depth (ft.)</i>	<i>Description (number of sacks & material)</i>
Annular Seal Data:	0	50	3 Benseal 3 Portland 6 Bags/Sacks

Seal Method: **Slurry**

Sealed By: **Driller**

Distance to Property Line (ft.): **50**

Distance to Septic Field or other
concentrated contamination (ft.): **100**

Distance to Septic Tank (ft.): **50**

Method of Verification: **Land Owner**

Surface Completion: Surface Sleeve Installed	Surface Completion by Driller
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Water Level: **No Data**

Packers: **Burlap/Neoprene at 50 ft.**
Burlap/Neoprene at 55 ft.
Burlap/Neoprene at 350 ft.
Burlap/Neoprene at 360 ft.

Type of Pump: **No Data**

Well Tests: **Jetted** **Yield: 50 GPM**

Water Quality:	<i>Strata Depth (ft.)</i>	<i>Water Type</i>
	360 - 457	M. Trinity - TDS 1500

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Apex Drilling, Inc.**
P.O. Box 867
Marble Falls, TX 78654

Driller Name: **Andrew Jackson Johnson** License Number: **54989**

Comments: **BPGCD # 20200186**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Casing:
BLANK PIPE & WELL SCREEN DATA

<i>Top (ft.)</i>	<i>Bottom (ft.)</i>	<i>Description</i>
0	1	Top Soil
1	10	Tan LS
10	25	Gray LS
25	173	Gray Tan LS
173	175	Gray LS
175	197	Gray LS w/ Clay
197	210	Tan LS
210	240	Tan LS w/ Clay
240	295	Gray Tan LS
295	310	Gray LS
310	330	Gray Tan LS
330	360	Gray LS w/ Clay
360	385	Tan Gray LS (Soft)
385	419	Gray Tan LS (Hard)
419	442	Brown LS (Broken)
442	457	Gray LS
457	460	Gray Clay

<i>Dia (in.)</i>	<i>Type</i>	<i>Material</i>	<i>Sch./Gage</i>	<i>Top (ft.)</i>	<i>Bottom (ft.)</i>
4.5	Blank	New Plastic (PVC)	SDR17	2	400
4.5	Screen	New Plastic (PVC)	.035	400	460

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Please include the report's Tracking Number on your written request.

**Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540**

STATE OF TEXAS WELL REPORT for Tracking #561739

Owner: Bohls Interest LTD.	Owner Well #: 9
Address: 3303 Northland Dr. Suite # 121 Austin , TX 78731	Grid #: 57-54-6
Well Location: Legacy # 9 Johnson City, TX 78636	Latitude: 30° 12' 14" N
Well County: Blanco	Longitude: 098° 15' 47" W
Number of Wells Drilled: 9	Elevation: No Data

Type of Work: New Well	Proposed Use: Domestic
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Drilling Start Date: **12/14/2020** Drilling End Date: **12/14/2020**

	<i>Diameter (in.)</i>	<i>Top Depth (ft.)</i>	<i>Bottom Depth (ft.)</i>
Borehole:	8.5	0	50
	6.5	50	445

Drilling Method: **Air Rotary**

Borehole Completion: **Straight Wall**

	<i>Top Depth (ft.)</i>	<i>Bottom Depth (ft.)</i>	<i>Description (number of sacks & material)</i>
Annular Seal Data:	0	50	3 Benseal 3 Portland 6 Bags/Sacks

Seal Method: **Slurry**

Sealed By: **Driller**

Distance to Property Line (ft.): **50**

Distance to Septic Field or other
concentrated contamination (ft.): **100**

Distance to Septic Tank (ft.): **50**

Method of Verification: **Land Owner**

Surface Completion: Surface Sleeve Installed	Surface Completion by Driller
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Water Level: **No Data**

Packers: **Burlap/Neoprene at 50 ft.**
Burlap/Neoprene at 55 ft.
Burlap/Neoprene at 355 ft.
Burlap/Neoprene at 360 ft.

Type of Pump: **No Data**

Well Tests: **Jetted** **Yield: 25 GPM**

Water Quality:

<i>Strata Depth (ft.)</i>	<i>Water Type</i>
363 - 440	M. Trinity - TDS 1500

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Apex Drilling, Inc.**
P.O. Box 867
Marble Falls, TX 78654

Driller Name: **Andrew Jackson Johnson** License Number: **54989**

Comments: **BPGCD # 20200187**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

<i>Top (ft.)</i>	<i>Bottom (ft.)</i>	<i>Description</i>
0	1	Top SOil
1	10	Caliche
10	25	Gray LS
25	185	Gray Tan LS
185	195	Gray LS
195	300	Gray Tan LS
300	330	Gray LS
330	363	Gray Tan LS
363	383	Gray Tan LS (Hard)
383	420	Gray Tan LS (Choppy)
420	440	Brown LS
440	445	Gray LS

Casing:
BLANK PIPE & WELL SCREEN DATA

<i>Dia (in.)</i>	<i>Type</i>	<i>Material</i>	<i>Sch./Gage</i>	<i>Top (ft.)</i>	<i>Bottom (ft.)</i>
4.5	Blank	New Plastic (PVC)	SDR17	2	385
4.5	Screen	New Plastic (PVC)	.035	385	445

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

TEX. OCC. CODE Title 12, Chapter 1901.251, authorizes the owner (owner or the person for whom the well was drilled) to keep information in Well Reports confidential. The Department shall hold the contents of the well log confidential and not a matter of public record if it receives, by certified mail, a written request to do so from the owner.

Please include the report's Tracking Number on your written request.

**Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540**



VG-127-2021-212003

Blanco County
Laura Walla
Blanco County Clerk

Instrument Number: 212003

Real Property Recordings

Recorded On: April 13, 2021 02:33 PM

Number of Pages: 24

" Examined and Charged as Follows: "

Total Recording: \$109.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Document Number: 212003
Receipt Number: 20210413000010
Recorded Date/Time: April 13, 2021 02:33 PM
User: Sheila M
Station: cclerk01

Record and Return To:

PRICE KEEVERS



STATE OF TEXAS

Blanco County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas

Laura Walla
Blanco County Clerk
Blanco County, TX

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS FOR THE
LEGACY HILLS IN BLANCO COUNTY SUBDIVISION**

STATE OF TEXAS §
 §
COUNTY OF BLANCO § **KNOWN ALL MEN BY THESE PRESENTS**

This declaration made on the date hereinafter set forth by LSLP Legacy Hills, LLC, a Delaware Limited Liability Company, hereinafter referred to as “Developer”.

WITNESSETH:

WHEREAS, Developer is the Owner of that certain tract of land located in Blanco County, Texas, containing approximately 646.81 acres more or less and being more fully described on the map and plat recorded in Plat Cabinet 3, Pages 315-320, of the Map and Plat Records of Blanco County, Texas hereinafter referred to as “Subdivision;” and

WHEREAS, it is the desire and purpose of Developer to place certain restrictions, easements, covenants, conditions, charges, liens and reservations (hereinafter “Restrictions”) upon the Subdivision in order to establish a uniform plan for its development, insure the use of the subdivision for residential purposes only, prevent nuisances, prevent the impairment of the value of the Subdivision, maintain the desired character of the community, and insure the preservation of such uniform plan for the benefit of the present and future Owners of the Tracts within the Subdivision, and to promote the health, safety, and welfare of the residents within the Subdivision; and

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon the Subdivision, the following Restrictions for the purposes of enhancing and protecting the value, desirability and attractiveness of the Subdivision, which Restrictions shall run with the land and inure to the benefit of each Owner and his invitees:

**ARTICLE I
DEFINITIONS**

1.01 Architectural Control Committee or ACC. “Architectural Control Committee” or “ACC” shall mean the Developer until the Control Transfer Date and thereafter a committee initially appointed by the Developer pursuant to these Restrictions to review and approve plans for the construction of Improvements as more specifically provided by Section 4.02 hereof. Board appointment shall mean property owners only, not developer board.

1.02 Annual Assessment. “Annual Assessment” means the amount set forth in Section 6.02 hereof.

1.03 Assessment. “Assessment” means the Annual Assessment, Special Assessments or other charges, interest, penalties and fees authorized by these Restrictions together with the cost

and expense incurred in collecting Assessments, including, but not limited to court costs and attorney's fees.

1.04 Association. "Association" means and refers to the Developer until the Control Transfer Date and thereafter Legacy Hills in Blanco County Property Owners' Association, Inc. and its successors and assigns.

1.05 Board of Directors. "Board of Directors" means and refers to the Board of Directors of the Association.

1.06 Bylaws. "Bylaws" mean the Bylaws of the Association as from time to time amended.

1.07 Certificate of Formation. "Certificate of Formation" shall mean the Certificate of Formation of Legacy Hills in Blanco County Property Owners' Association, Inc., and any amendments thereto, which have been or will be filed in the office of the Secretary of State of the State of Texas.

1.08 Common Area. "Common Area" means the portions of the Subdivision, including any applicable easements, owned by the Association for the common use and enjoyment of the Members including, but not limited to, all roads, and the entrance, together with such other property as the Association may acquire in the future for the common use and enjoyment of the Members.

1.09 Common Area Expense. "Common Area Expense" means all expense necessary to maintain, replace, repair and expand the Common Area as well as all necessary expense to operate the Association including, but not limited to, casualty and liability insurance, directors and officer's liability insurance and all other reasonable and necessary expenses of the Association. Additionally, Common Area Expense shall include (a) the cost of repair and maintenance of the roads, (b) mowing of the Common Area (c) Common Area maintenance and replacement of landscaping, (d) the maintenance, expenses for upkeep and insurance on all improvements located within any Common Area, (e) as well as such other expense and capital enhancements as may be determined by the Board of Directors to promote the safety, health, recreation and welfare of the Members and maintain the Subdivision in an attractive manner.

1.10 Control Transfer Date. "Control Transfer Date" shall mean the earlier date of: 1.) Developer no longer owns any part of the entire Subdivision, including but not limited to Common Area; 2.) Fifteen (15) years from date of recordation of this Declaration; or 3.) Developer, in its sole discretion, voluntarily relinquishes control of the Association as set forth in Sections 4.02(a) or 7.01 hereof. Notwithstanding this provision, on or before the 120th day after the date seventy five percent (75%) of the lots that may be created and made subject to this Declaration are conveyed to owners other than Developer, at least one-third of the board members must be elected by owners other than the Developer.

1.11 Construction Deposit. The Construction Deposit has the meaning described in Section 4.06 hereof.

1.12 Developer. “Developer” means and refers to LSLP Legacy Hills, LLC, a Delaware Limited Liability Company, its successors and assigns.

1.13 Improvement. “Improvement” means every structure and all appurtenances of every type and kind, including but not limited to buildings, outbuildings, patios, storage buildings, barns, garages, decks, stairs, retaining walls, screening walls, fences, landscaping art or statuary, poles, signs, exterior air conditioning units, exterior water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, utilities, lines, meters, antennas, towers, satellite dishes or any other sound or data receivers or transmitters. The term “Improvement” excludes the interior of each residence, guest quarter, barn or other approved building and the ACC shall have no authority to approve or disapprove improvements made to the interior of such buildings where the exterior of the building is not affected by the interior improvement.

1.14 Member. “Member” means and refers to every current Owner of a Lot.

1.15 Notice. Whenever any “notice” is required by these Restrictions, such notices shall be in writing and shall be deemed received when actually received, or five days after the deposit of such notice in the United States mail, postage prepaid and addressed to the last known address of an Owner appearing on the books of the Association, whether or not such notice is actually received. It shall be the duty of each Tract Owner to keep the Association apprised of its current address.

1.16 Owner. “Owner” or “Tract Owner” means and refers to the record owner, whether one or more persons or entities, of the fee-simple title to any Lot(s), but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term Owner or Tract Owner shall also refer to the heirs, successors and assigns of any Owner. The Developer shall not be deemed an Owner.

1.17 Plans and Specifications. “Plans and Specifications” means any and all drawings and documents describing the construction or erection of any Improvement, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, fencing plans, elevation drawings, floor plans, specifications concerning building products and construction techniques, samples of exterior colors and materials, plans for utility services, and all other documentation or information relevant to the construction or installation of any Improvement.

1.18 Plat. “Plat” means and refers to the plat of the Legacy Hills in Blanco County Subdivision filed on April 13, 2021, in Plat Cabinet 3, Pages 315-320 of the Map and Plat Records of Blanco County, Texas.

1.19 Road. Road or roads means property, or any road located within the Subdivision which has been dedicated for the purpose of ingress and egress through the Subdivision for the benefit of the property Owners.

1.20 Special Assessment. "Special Assessment" shall have the meaning given to that term in Section 6.03 hereof.

1.21 Tract or Lot. "Tract" or "Lot" means the 111 individual tracts of land or lots identified on the Plat or any amendments thereto, and any lots annexed into the Subdivision.

1.22 Vote of the Members. "Vote of the Members" means the affirmative vote of two thirds (2/3) of the Members entitled to vote who are present at a meeting of Members, either in person or by written proxy. In accordance with Section 5.04, only one Member is entitled to vote for each Tract and only one vote shall be counted for each Tract even though a Tract may have several Owners.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

2.01 Property Subject to Restrictions. The Subdivision, including all the individual Tracts, are subject to these Restrictions which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

2.02 Utility Easements. The Subdivision and each Tract shall be subject to the easements reserved herein and in favor of the Association, the Tract Owners and the utility companies. A utility easement measuring twenty five feet (25') in width is reserved along the front of each Tract. A utility easement measuring thirty feet (30') in width and centered on the common boundary line that any Tract in the Subdivision shares with another Tract is reserved. A utility easement twenty five feet (25') in width is reserved along the perimeter boundary lines of the Subdivision. The utility easements shall be used for the construction, maintenance and repair of utilities, including but not limited to, electrical systems, telephone, cable, water, gas and any other utilities which the Developer or utility providers may install for the benefit of the Tract Owners. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all such utilities shall be provided by the local utility companies in accordance with the policies of such utility companies. All utility easements in the Subdivision may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Tracts. The Developer reserves the right to grant specific utility easements without the joinder of any Tract Owner to public utility providers within the boundaries of any of the easements herein reserved. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees and lawns or any other property of the Tract Owners located within the easements.

2.03 Underground Utilities Required. All utilities installed by a Tract Owner shall be located underground.

2.04 Construction of Improvements on Utility Easements. No buildings or walls shall be located over, under, upon or across any portion of any utility easement. The Owner of each Tract

shall have the right to construct, keep and maintain concrete drives, landscaping, fences and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Tracts, provided, however, any concrete drive, landscaping, fencing or similar improvement placed upon any utility easement shall be constructed, maintained and used at the Owner's risk and each Tract Owner shall be responsible for repairing any damage caused by the utility providers to Improvements constructed within the easements located on his Tract.

2.05 Road Easement. A road easement as shown on the Plat measuring sixty feet (60') in width is reserved in favor of the Association and the Tract Owners (including their guests, invitees and tenants) for the purpose of granting the Tract Owners ingress and egress to and from their Tracts and to the Common Area. No Tract Owner shall be prevented from using the road easement as a result of any failure of a Tract Owner to comply with these Restrictions or failure to pay Assessments. Except as specifically set forth herein, no Improvement shall be constructed on or over the road easement except as authorized by the Association. Tract Owners shall not take any action which would prevent other Tract Owners from using the road easement. The Association reserves the right to make reasonable rules and regulations regarding the use of the road easement. The road easement may also be used for the construction, installation and maintenance of landscaping and utilities provided that such utilities are installed underground.

ARTICLE III **USE RESTRICTIONS FOR TRACTS**

3.01 Single Family. Except as specifically set forth in these Restrictions, all Tracts shall be used for single family residential purposes only. Except as expressly permitted herein, only one single family residence for each Tract is permitted.

3.02 Minimum Square Footage. Every Lot in the Subdivision shall have a required minimum square footage for a single family residential unit of at least two thousand (2,000) square feet of living area, excluding porches, garages and storage areas.

3.03 Garages. All single family dwelling units, except an approved guest quarter, shall have at least a two-car attached, or detached garage. All garages must be constructed out of the same materials as used for the main residence and have a side or rear entry only. All garages shall be located on the Tract as indicated by the Architectural Control Committee approved site plan.

3.04 Guest Quarter. One guest quarter may be built upon each Tract provided the guest quarter contains no less than five hundred (500) square feet, is no more than half the size of the main residence and is located to the rear of the main residence. A guest quarter must be built along with or after the construction of the main residence and may not be built or occupied prior to the main residence unit being occupied. The guest quarter must be constructed with material harmonious with the main residence. The guest quarter shall not be individually rented. Any rentals of a guest quarter must also include the rental of the main residence and is subject to the restrictions set forth in Section 3.38 below.

3.05 Down Lighting. Any exterior illumination must be fully shielded, pointed

downward, and placed in a manner so as to not be directly visible from, or to create a direct glare into, any adjoining properties or public roadways. In order to limit glare and light trespass into neighboring lands and to limit negative impacts to wildlife, exterior illumination shall be restricted to bulbs with a Correlated Color Temperature of 2,700K or less. As used herein, "fully shielded" means no direct uplight (i.e., no light emitted above the horizontal plane of the lighting fixture). All exterior lighting must have prior approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date) prior to installation. The Architectural Control Committee or Developer (prior to the Control Transfer Date) has the sole discretion to reject any exterior lighting, as it is the intent of these restrictions that exterior lighting be installed so that there is down lighting.

3.06 Barns, Workshops & Storage Buildings. For each Lot one permanent metal, rock, and/or hardiplank barn, workshop or storage building shall be allowed so long as such building has rock wainscoat on all sides and also has approved landscaping on all sides that face any road in the Subdivision. The wainscoat shall begin at the bottom of the building and extending three feet (3') upward. The square footage of any such building shall not exceed twenty four hundred (2,400) square feet of enclosed space on the first floor. Color of all buildings are to be harmonious with the main residence. Detailed Plans and Specifications for barns, workshops and storage buildings must be submitted to the Developer or ACC for approval prior to construction. Any barn, workshop or storage building must be constructed so that its location is farther away from the front entrance of a Lot than the location of the main residence. Only a barn may be constructed on the Tract prior to the main residence being constructed or occupied. No portable storage buildings shall be allowed.

3.07 Barns as Temporary Living Space. A guest quarter located inside of a barn which is constructed on the Property shall be allowed so long as the guest quarter is not used as a permanent residence. Any rentals of a guest quarter located in the barn must also include the rental of the main residence and is subject to the restrictions set forth in Section 3.38 below. Guest quarters shall not be individually rented out for income and cannot encompass more than fifty percent (50%) of the interior footprint of the barn. Such guest quarters may be used as the Tract Owner's temporary residence during the construction of the main residence or as a "weekend getaway" for such Tract Owner prior to the construction of the residence. All barns, workshops, and storage buildings must be approved by the Developer or, after the Control Transfer Date, the ACC.

3.08 No Prefabricated or Mobile Homes. No prefabricated structures or mobile homes are permitted to be located on any Tract except as permitted by Section 3.09 hereof.

3.09 Temporary Structures & Use of RVs. No structure of a temporary character, whether trailer, motor home, recreational vehicle, tent, basement, shack, garage, barn or other outbuilding shall be maintained or used on any Tract at any time as a residence, either temporarily or permanently, except as provided below. No Tract shall be used as a camping ground.

Prior to the construction of a residence on a Tract, an Owner may use a recreational vehicle camper or motor home (Recreation Vehicle or "RV") for camping purposes no more than seven (7) days out of any thirty (30) day period and no more than twenty-five (25) days per year.

TEMPORARY CAMPING OR USING ANY TYPE OF RECREATIONAL VEHICLE, WILL NO LONGER BE PERMITTED, ONCE FIFTY (50) OR MORE RESIDENCES HAVE BEEN BUILT ON THE LOTS IN THE SUBDIVISION. With written approval from the ACC, an RV may be used as a temporary residence during construction, not to exceed twelve (12) months, provided an approved septic system has been installed for the RV and the RV is placed at the rear of the construction site.

Temporary structures, including a business office, portable restroom facilities, or construction storage facilities may be located on a Tract while the main residence for a Tract is actively under construction, provided that such are removed upon substantial completion of construction and are not located on a Tract for longer than the time allowed for construction of a main residence pursuant to Section 3.12 hereunder.

The Developer reserves the exclusive right to install and make use of a temporary office or temporary storage facilities within Subdivision while the developer is selling Tracts or building homes in the subdivision.

3.10 Storage of Trailers, RVs and Boats. All trailers, RVs, trucks (other than pickups with a rated capacity of one (1) ton or less), boats, personal water craft, tractors, wagons, buses, motorcycles, motor scooters, all-terrain vehicles, golf carts and other recreational vehicles, lawn or garden equipment, farm or ranch equipment, construction equipment and other similar items shall be stored in enclosed structures. There will be no storage of trailers, RVs, trucks or any item listed in this paragraph 3.10 until the main residence or a barn has been constructed on the property.

3.11 Construction Sites. All construction sites shall have sufficient portable restroom facilities or other adequate restroom facilities as determined by the Architectural Control Committee or Developer prior to Control Transfer Date. Construction Sites shall be kept neat and clean at all times and comply with such construction site guidelines as may be established by the Architectural Control Committee from time to time.

3.12 Construction Time. Any construction of any Improvement shall be completed, as to the exterior, within twelve (12) months from the construction commencement date.

3.13 Height Restrictions. No Improvement shall be erected, altered or placed on any Tract which exceeds the lesser of thirty-five feet (35') in height (measured from the ground to the topmost part of the roof) or 2 - 1/2 stories in height.

3.14 Construction Materials. All Improvements must be built with new construction materials and must be built in place on the Tract. All construction materials used shall be of materials such as wood, rock, brick, hardiplank or stucco, and are subject to the masonry restrictions set forth in Section 3.17. The use of aluminum siding or vinyl siding is prohibited. The Architectural Control Committee or the developer prior to Control Transfer Date may authorize the use of other materials on a case by case basis. Barns and other out buildings may be constructed of metal or materials listed above.

3.15 Roofing Materials. Only the following roofing materials may be used for the main

residence, guest quarters and garages: slate, stone, concrete tile, clay tile, or other tile of ceramic nature, metal or composition shingles with a thirty (30) year or more warranty. Colors of roofing material are subject to the approval of the Architectural Control Committee or the Developer (prior to the Control Transfer Date) approval. The Architectural Control Committee or the Developer (prior to the Control Transfer Date) shall have the authority and sole discretion to approve other roof treatments and materials which are harmonious with the surrounding homes and the Subdivision as a whole. The materials and colors of Roofs on all other structures must be approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date). Owners may install roof shingles that are wind and hail resistant, energy efficient or solar generating, if the quality and appearance are comparable to the subdivision standard. All such materials will need approval from the Architectural Control Committee or Developer (prior to the Control Transfer Date).

3.16 Color. All exterior color schemes for Improvements are subject to the prior written approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date).

3.17 Masonry. Any residence, garage or guest quarter shall be constructed from at least seventy five percent (75%) masonry materials. Masonry materials includes masonry veneer, stucco, brick, rock and all other materials commonly referred to in the Blanco County, Texas area as masonry, and specifically excludes hardiboard or any synthetic material. Tract Owners are encouraged to use hardiboard materials where non-masonry materials are permitted.

3.18 Construction Equipment Damage. Tract Owners shall be responsible for any damage caused to the roads by construction equipment or trucks making deliveries to their Tracts.

3.19 Propane Fuel Storage. Propane fuel storage for residential use may be located on the Tracts and may be placed above ground or below ground. The exact location and quantity of said fuel storage tanks are subject to written approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date). All above ground tanks, pumps, vent pipes and other equipment must be concealed or attractively screened.

3.20 Consolidated Building Site. Any Owner of one or more adjoining Tracts may, with the prior written approval of the Board of Directors and with the approval of the Blanco County Commissioners Court, if required, consolidate two or more Tracts into one Tract or building site, in which case the common boundary line between any combined Tract shall be eliminated and the setback lines shall be measured from the remaining exterior boundary lines. Any portion of any utility easement located within the common boundary lines of any combined Tract shall be eliminated if such utility easements are not being used at the time any Tracts are combined. No Tract shall be deemed to be combined with another Tract until such time as an appropriate re-plat of the combined Tracts is filed with the Blanco County Plat Records and all necessary approvals have been obtained. Any Tracts which are combined as provided above shall be assessed as one Tract for Assessment purposes. Developer shall not be liable for any fees associated with Tract consolidation.

3.21 Setback Lines. For all Lots in the Subdivision, except for fencing, light posts, driveways, walkways and landscaping, no improvements shall be located nearer than: a) seventy

five feet (75') from the front property line; b) seventy five feet (75') from the rear property line and c) twenty five feet (25') from the side property lines of the Tract unless otherwise noted on the recorded plat. Any exterior lighting, including but not limited to light post, must be approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date). If Owner fences more than one acre surrounding its main residence site, then in order to maintain a uniform appearance of fences along the roads, all fencing must be located at the property lines. The Architectural Control Committee or Developer (prior to the Control Transfer Date) may waive or alter any setback line, if in the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) opinion such waiver or alteration is necessary to permit effective utilization of a Tract due solely to drainage or land contour related concerns, which said variance will not be unreasonably withheld.

3.22 Maintenance. The Owner shall keep its Improvements in good condition and repair at all times and ensure that all Improvements are adequately painted and otherwise maintained by the Owner.

3.23 Alteration or Removal of Improvements. No exterior Improvements shall be altered, modified or removed without the prior written approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date). Improvements may be repainted the same color without approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date).

3.24 Walls and Fences. Walls, fences and light posts, if any, must be approved prior to Construction by the Architectural Control Committee or Developer (prior to the Control Transfer Date) and must be constructed of new material, and unless otherwise permitted by the Architectural Control Committee or Developer (prior to the Control Transfer Date), constructed of masonry, wrought iron or pipe. Fence heights shall not exceed five feet (5'). Chain link and wood fencing is prohibited, except if used as a dog run and only if such fencing is not visible from any road. If pipe fencing is used, such fences must have a minimum of three (3) horizontal pipes and otherwise conform with the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) specifications. The Subdivision's perimeter fencing is not to be altered or removed on any lot. Tract Owner shall be responsible for the proper maintenance of the perimeter fencing and entrance gate on his Tract. If a Tract Owner decides to fence their property they could be in jeopardy of losing their Ag exemption.

3.25 Mailboxes. All mailboxes will be erected at the Subdivision entrance. The construction of mailboxes will be coordinated with the United States Postal Service. The Association or the Developer (prior to the Control Transfer Date) shall have the right to make such other rules and regulations regarding the location and construction of mailboxes as may be reasonable and necessary.

3.26 Driveways. For a driveway leading to the main residence, the entire driveway shall be constructed of concrete, asphalt, or brick paving. If a barn is constructed prior to the main residence, as per paragraph 3.06 above, then only the first fifty linear feet (50') of any driveway which is connected to any road shall be constructed of concrete, asphalt, or brick paving. All driveways shall begin where the paved portion of the road ends. All driveways must be shown on

the plans submitted to the Architectural Control Committee or Developer (prior to the Control Transfer Date), completed no later than thirty (30) days after the completion of the main residence or any allowed structure and approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date) prior to construction.

3.27 Antennas, Towers and Satellite Dishes. Antennas, towers, satellite dishes or other sound or data receivers or transmitters of any kind shall not exceed ten feet (10') above the roof of the residence or accessory building upon which they are attached. Should a Tract Owner encounter a situation that a ten foot (10') tower will not allow connection to an internet service provider, then the Tract Owner may apply to the Developer or the ACC for a variance of this restriction, which said variance will not be unreasonably withheld. Any antenna, tower or satellite dishes or other sound or data receivers or transmitters must be located to the side or the rear of the residence or accessory building and not within twenty-five feet (25') of any property line. The Architectural Control Committee or Developer (prior to the Control Transfer Date) must approve all exterior antennas, towers, satellite dishes or other sound or data receivers or transmitters.

3.28 Prohibited Activities and Nuisance. No activity (including the operation of a bed and breakfast or similar activity) whether for profit or not, shall be conducted on any Tract which is not related to the occupation of a Tract for single family residential purposes, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity, and (c) no toxic substances (as determined at the sole discretion of the Association) are stored on the Tract. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b) and (c). This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No activity which constitutes a nuisance or annoyance shall occur on any Tract. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance. All exterior lighting must be approved by the Developer or, after the Control Transfer Date, the ACC. The Developer or ACC has the sole discretion to reject any exterior lighting, as it is the intent of these restrictions that exterior lighting be installed so that there is down lighting.

3.29 Garbage and Trash Disposal. No Tract shall be used to maintain as a dumping ground for rubbish, landscape trimmings, or other debris. All Tracts shall be kept in a neat and orderly condition. No refrigerators, freezers, washing machines, dryers, furniture, tools, equipment, toys, or other such items shall be stored outside of a building on any Tract. No junk of any kind or character shall be kept on any Tract. Trash, garbage, landscape trimmings, or other debris shall not be allowed to accumulate on any Tract. Any such items shall be kept in sanitary containers and shall be disposed of regularly in accordance with all applicable laws, rules and regulations. All equipment for the storage or disposal of trash and other debris shall be kept in a clean and sanitary condition. Except on established garbage collection days and in connection solely with that collection process, all trash containers shall be stored in enclosed structures or screened from view from any road in the Subdivision. Controlled burn piles which are concealed from public view are permitted in accordance with applicable laws, rules, and regulations.

3.30 Unregistered or Junked Motor Vehicles Prohibited. No Tract shall be used as a depository for abandoned, junked or unregistered motor vehicles, boats, airplanes, trailers or other similar items.

3.31 Signs. No signs, advertising, billboards, or advertising structure of any kind may be erected or maintained on any Tract without the consent in writing of the Architectural Control Committee or Developer (prior to the transfer control date). Political signs for a political candidate or ballot item for election, as set forth in the Texas Election Code §259.002, may be displayed on a Lot but can only be displayed on or after the 90th day before the date of the election to which the sign relates and must be removed 11 days after the election. The sign must be ground mounted, 2'x 3' in size and a Tract Owner may only display one sign for each candidate or ballot item. In addition to other signs which may be allowed by the Architectural Control Committee or Developer (prior to the transfer control date), the Architectural Control Committee or Developer (prior to the transfer control date) shall allow one (1) professionally made sign not more than twenty-four inches (24") by thirty inches (30") advertising Owner's Tract for sale or rent and one (1) professionally made sign, not more than twelve inches (12") by twenty-four inches (24") identifying the name of the Tract Owner. The term "professionally made sign" does not include plastic or metal pre-made "for sale" signs. No signs shall be nailed to a tree. Signs erected on any Tract advertising Lots for sale shall not be permitted during the Developer's control of the Subdivision. However, a Builder can place one professional sign on a Lot advertising his services or residence for sale.

3.32 Animal Husbandry. Domestic livestock and exotic animals shall be allowed only on Tracts 10 acres or larger, so long as such animals do not exceed one (1) animal for every five (5) fenced acres and do not become a nuisance or threat to other Owners. The Association shall have the sole discretion in determining if any animal is a nuisance and make regulations on banning such animal. Pigs, hogs and peacocks are not allowed on any Tract. If a domestic livestock animal is part of a 4H or FFA project, then a Tract Owner may get a variance to this Section 3.32 from the Architectural Control Committee or Developer (prior to the Control Transfer Date), which said variance will not be unreasonably withheld.

Chickens shall only be allowed so long as such birds are kept in a coup and do not exceed twenty (20) birds per Tract. Regardless of lot size, coups must be preapproved by the ACC in writing to ensure they are screened from view from any road in the Subdivision and from any other Tract in Subdivision.

Dogs, cats or other common household pets may be kept on a Tract. Dogs will not be permitted to run loose in the Subdivision. Dogs and cats must be vaccinated for rabies and other diseases required by applicable laws, rules and regulations and shall be licensed or registered as may be required by applicable laws, rules and regulations.

All animals being raised by the individual Tract Owners must be kept in a fenced area on the Owner's Tract. No overgrazing is permitted on any portion of the Tract as determined by the sole discretion of the Association. No feedlots for any type of animal shall be permitted.

3.33 Mineral Development. No Owner shall be allowed to permit on their own behalf, commercial drilling, mineral development operations, mineral refining, quarrying, mining or water operation of any kind in, on or under any Tract owned by such Tract Owner.

3.34 Drainage. Natural established drainage patterns for drainage will not be impaired by any Tract Owner. Driveway culverts must be installed and shall be of sufficient size to afford proper drainage of ditches without allowing water to pool, back up or be diverted from its natural course. Drainage culvert installation is subject to the inspection and approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date) and shall comply with any applicable governmental rules and regulations. Legacy Hills in Blanco County Subdivision will use sheet flow and/or bar ditches for drainage. Tract Owner is responsible for building its residence at the proper elevation and is responsible for proper drainage on the Property. Tract Owner is required to build on the Property in such a manner that water flows away from any improvements. All water retainage structures (ponds, dams and other facilities) not already existing within the Subdivision must be reviewed and approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date) prior to construction and must comply with all governmental rules and regulations.

3.35 Re-plating and Subdividing. No Tract may be subdivided into smaller tracts.

3.36 Maintenance and Landscaping of Lots. It shall be the responsibility of each Tract Owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on such Tract which would tend to substantially decrease the beauty of the Subdivision as a whole or the specific area. Each Tract Owner shall be required to landscape the area around their main residence, barn, workshop and/or storage building on any side that faces any road in the Subdivision. Occupancy or use of any such structure prior to completion of landscaping shall require the written approval of the Developer or ACC, shall be for good cause only, and shall be no earlier than one hundred twenty days prior to completion of landscaping.

3.37 Leasing/Short Term Rentals. There shall be no leasing or rental of the main residence permitted, unless such rental is under a written lease that has a duration of at least six (6) months and covers the rental of the entirety of any Tract be leased.

3.38 Water Wells and Irrigation Systems. Water wells and irrigation wells will be allowed; however, no water wells or irrigation wells of any type shall be allowed to draw upon water from creeks, streams, rivers, lakes or ponds. All wells shall be subject to any local or state governmental regulations and approval. Rainwater collection is not required, but is encouraged on each Tract. If a rain water collection system is installed, any tank must be wrapped in wood boards or stone and must be located towards the rear of the main residence, or to the rear or side of any other approved structure. Any rain water collection system must receive prior written approval from the Developer or the ACC after the Control Transfer Date.

3.39 Swimming Pools. All swimming pools must be in-ground and shall be fenced with fencing approved by the Developer or the ACC after the Control Transfer Date. No above ground pools are allowed.

3.40 Parking. As required by the Blanco County Commissioners, there shall be no parking for any reason or at any time on the roads of the Subdivision.

ARTICLE IV
ARCHITECTURAL CONTROL COMMITTEE

4.01 Basic Control & Applications.

- (a) No Improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made to the exterior design or appearance of any Improvement, without first obtaining the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) approval. No demolition or destruction of any Improvement by voluntary action shall be made without first obtaining the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) approval.
- (b) Each application made to the Architectural Control Committee or Developer (prior to the Control Transfer Date) for approval, shall contain an application in the form specified by the Architectural Control Committee or Developer (prior to the Control Transfer Date), two sets of professionally drawn Plans and Specifications for all proposed Improvements, showing the location of all Improvements in the Tract, and any applicable fees or deposits together with such other reasonable necessary information as the Architectural Control Committee or Developer (prior to the Control Transfer Date) shall request. These plans must be submitted in PDF format to the Developer, or after the Control Transfer Date, to the ACC. A non-refundable fee of \$250.00 is required at time of plan submittal to cover administrative costs involving the home plan approval process.

4.02 Architectural Control Committee.

- (a) All Architectural Control Committee (herein referred to as the "ACC") authority is initially vested in the Developer. The ACC authority of the Developer shall cease upon the appointment of a three (3) member Architectural Control Committee by the developer. The Developer shall continue to have ACC authority as to any Plans and Specifications or Construction projects submitted to the Developer prior to the initial appointment of the ACC members.
- (b) After the initial members of the ACC are appointed by the Developer, the Developer shall cause an instrument transferring ACC authority to the Association to be recorded in the Official Public Records of Real Property, Blanco County, Texas. Subsequent appointments of the ACC members shall be by the Board of Directors. The ACC members shall serve staggered terms with the first term ending on the date of the next succeeding annual meeting of Members following the Control Transfer Date. After the Control Transfer Date, each Member of the ACC must be an Owner of a Tract in the Subdivision.

4.03 Effect of Inaction. All approvals or disapprovals issued by the ACC shall be in writing. In the event the ACC fails to approve or disapprove any request received by it in compliance with the Article IV within thirty (30) days following the submission of a completed

application and full compliance with the declarations set out herein, such request shall be deemed approved and the construction of any Improvements may commence in accordance with the Plans and Specifications submitted for approval. Any ACC approval obtained as a result of inaction by the ACC shall not authorize the construction of any Improvement in violation of these Restrictions.

4.04 Effect of Approval. The granting of an ACC approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the ACC that the proposed Improvement to be erected complies with these Restrictions; and such approval shall not prevent the Association from requiring removal of any Improvement which fails to comply with these Restrictions. Further, no ACC member shall incur any liability by reason of the good faith exercise of the authority granted hereunder.

4.05 Variance. The ACC or the Developer, may on a case by case basis, authorize variances from the requirements of the Restrictions if, in the reasonable opinion of the ACC or the Developer, the Restrictions unreasonably restrain the development of a Tract in accordance with the general scheme of the Subdivision. The developer will retain the right to grant variances after the Control Transfer Date so long as the Developer continues to own Tracts in the Subdivision. All variances shall be in writing and signed by the Developer or if granted by the ACC then it must be signed by at least two (2) members of the ACC. No violation of these Restrictions shall be deemed to have occurred with respect to any matter for which a variance is granted. The granting of such a variance shall not operate to waive any of the terms and provisions of these Restrictions for any purpose except as to the particular Lot and improvements and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Lot.

4.06 Construction Deposit. A deposit of \$1,000.00 must be paid at the time Plans and Specifications are submitted for the construction of a new residence, barn, workshop or storage building. This deposit will be held for the purpose of securing a Tract Owner's performance, during the construction process, of the obligations imposed by these Restrictions, for wear and tear on the Subdivision roads by construction equipment and construction traffic, and for damage to the Common Area. Upon completion of construction, the Tract Owner will be refunded the deposit less any obligations incurred as a result of any uncured violation of these Restrictions, any damage to the roads of the Subdivision and any damage to the Common Area.

ARTICLE V

LEGACY HILLS IN BLANCO COUNTY PROPERTY OWNERS' ASSOCIATION, INC.

5.01 Non-Profit Corporation. Legacy Hills in Blanco County Property Owners' Association, Inc., a non-profit corporation, has been (or will be) organized and it shall be governed by the Certificate of Formation and Bylaws of said Association, and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

5.02 Bylaws. The Association has adopted, or may adopt, whatever Bylaws it may choose to govern the organization and operation of the Association, provided that the same are not in conflict with the terms and provisions hereof.

5.03 Membership. Every person or entity who is a record Owner of any Tract shall be a "Member" of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation or those only having an interest in the mineral estate. Memberships shall be appurtenant to and may not be separated from the Tracts. Regardless of the number of persons who may own a Tract, there shall be but one membership for each Tract and one (1) vote for each Tract. Ownership of the Tracts shall be the sole qualification for Membership.

5.04 Voting Rights. The Association shall have two classes of voting memberships. Developer shall be entitled to ten (10) votes for each Lot owned. Each Tract, other than those owned by the Developer, shall have only one vote regardless of the number of Owners of the Tract. In the event that more than one person owns a Tract and the group of Owners do not have a unified vote for purposes hereunder, then the Association shall not recognize the vote for that Tract and such vote shall not be counted when the calculating membership votes. Notwithstanding the foregoing, the presence of any Owner of a Tract at a meeting of Members permits the inclusion of the Tract represented when calculating any necessary quorum.

ARTICLE VI ASSESSMENTS

6.01 Assessments. Each Tract Owner by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association the Assessments provided herein. The Assessments shall be a charge on the Tracts and shall be a continuing lien upon the Tract against which each such Assessment is made. Both Annual and Special Assessments must be fixed at a uniform rate for all Tracts subject to assessment and may be collected on a monthly basis or on an annual basis at the discretion of the Board of Directors.

6.02 Annual Assessment.

- (a) An Annual Assessment shall be paid by each of the Tract Owners and the Annual Assessment shall be used to pay all reasonable and necessary operating expenses and reserve requirements of the Association as herein provided. The Annual Assessment for the year of purchase shall be pro-rated as of the purchase date and then shall be paid annually.
- (b) The initial amount of the Annual Assessment applicable to all other Lots in the Subdivision shall be six hundred dollars (\$600.00) per Tract. The Annual Assessment is payable in advance and is due on the thirty first (31) day of January during each calendar year. All other matters relating to the collection, expenditure and administration of the Annual Assessment shall be determined by the Board of Directors of the Association, subject to the provisions hereof.
- (c) The Board of Directors of the Association, from and after the Control Transfer Date, shall have the further right at any time to adjust, alter, increase or decrease the Annual Assessment from year to year as it deems proper to meet the reasonable

operating expenses and reserve requirements of the Association and to enable the Association to carry out its duties hereunder. However, the Board of Directors shall not increase the Annual Assessment by more than ten percent (10%) from the previous year without the affirmative Vote of the Members.

6.03 Special Assessments. In addition to the Annual Assessment, the Association, upon the Vote of the Members, may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted.

6.04 Interest of Assessment. Any Assessment which is not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law.

6.05 Creation of Lien and Personal Obligation. In order to secure the payment of the Assessments, each Owner of a Tract hereby grants the Association a contractual lien on such Tract which may be foreclosed by non-judicial foreclosure, pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said section 51.002 of the Texas Property Code, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the association by means of written instrument executed by the President or any Vice-President of the Association and filed of record in the Official Public Records of Real Property of Blanco County, Texas. In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the Association, the Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended, and shall convey such Tract to the highest bidder for cash by Trustee's Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with collecting the Assessments and foreclosing on the Tract, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount of the Assessment in default; and third, the remaining balance shall be paid to the Tract Owner or Lien Holder for the benefit of the Tract Owner. Following any such foreclosure, each occupant of a Tract which is foreclosed upon shall be deemed a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action for forcible detainer.

In the event of non-payment by any Owner of any Assessment or other charge, fee, assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, exercise all other rights and remedies available at law or in equity, including but not limited to bringing an action at law against the Owner personally obligated to pay the same.

It is the intent of the Provisions of this 6.05 to comply with the provisions of said Section

51.002 of the Texas Property Code relating to non-judicial sales by power of sale. In the event of the amendment of Section 51.002 of the Texas Property Code, the Association, acting without joinder of any Owner or Mortgagee, may, by amendment to these Restrictions, file any required amendments to these Restrictions so as to comply with said amendments to Section 51.002 of the Texas Property Code or any other statute applicable to foreclosures.

Notwithstanding anything contained this Article VI, all notices and procedures relating to foreclosures shall comply with Chapter 209 of the Texas Property Code.

6.06 Notice of Lien. In addition to the right of the Association to enforce the Assessment, the Association may file a claim of lien against the Tract of the delinquent Owner by recording a Notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have been accrued thereon, (d) the legal description and street address of the Tract against which the lien is claimed, and (e) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Association to cover the preparation and recordation of such release of lien instrument.

6.07 Liens Subordinate to Mortgages. The lien described in this Article VI shall be deemed subordinate to any lien in favor of any bank, mortgage company, real estate lending establishment, financial institution, insurance company, savings and loan association, or any other third party lender, including the Developer, who may have advanced funds, in good faith, to any Tract Owner for the purchase, improvement, equity lending, renewal, extension, rearrangement or refinancing of any lien secured by a Tract, provided that any such lien holder has made due inquiry as to the payment of any required assessments at the time the lien is recorded. Any consensual lien holder who obtains title to any Tract pursuant to the remedies provided in a deed of trust or mortgage or by judicial foreclosure shall take title of the Tract free and clear of any claims for unpaid assessments or other charges against said Tract which accrued prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder from liability for any Assessments or other charges or assessments thereafter becoming due. Any other sale or transfer of a Tract shall not affect the Association's lien for Assessments or other charges or assessments. The Association shall make a good faith effort to give each such mortgage sixty (60) days advance written notice of the Association's foreclosure of an Assessment lien, which notice shall be sent to the nearest office of such mortgage by prepaid United State registered or certified mail, return receipt requested, and shall contain a statement of delinquent Assessment or other charges or assessments upon which the said action is based, provided however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article VI.

6.08 Purpose of the Assessments. The Annual Assessments and Special Assessments shall be used exclusively for the purpose of promoting the health, safety, security and welfare of the Subdivision and the maintenance of the Common Area. In particular, the Assessments shall be

used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described herein, including the maintenance of any drainage easements, Common Area, Common Area Expenses, the enforcement of these Restrictions and the establishment and maintenance of reserve funds. The Assessments may be used by the Association for any purpose which, in the judgment of the Association's Board of Directors, is necessary or desirable to maintain the property value of the Subdivision, including but not limited to, providing funds to pay all taxes, insurance, repairs, utilities and any other expense incurred by the Association. Except for the Association's use of the Assessments to perform its duties as described in these Restrictions, the use of the Assessments for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Board of Directors as to the expenditure of Assessments shall be final and conclusive so long as such judgment is exercised in good faith.

6.09 Handling of Assessments. The collection and management of the Assessment shall be performed by the Developer until the Control Transfer Date, at which time the Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements. The Developer, and upon transfer, the Association, shall maintain a separate account for these funds.

6.10 Developer Exemption. In consideration of the Subdivision infrastructure, the Developer shall be exempt from the payment of all Assessments.

ARTICLE VII

DEVELOPER'S RIGHTS AND RESERVATIONS

7.01 Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as set forth in these Restrictions with respect to the Association from the date hereof, until the earlier of the date the Developer gives written notice to the Association of Developer's termination of the rights described in this Article VII or the Control Transfer Date. Notwithstanding the foregoing, the Developer rights set forth in Sections 7.02 and 7.03 shall not be released until such time as a document relinquishing said rights is filed of record or the Developer no longer holds record title to any land in the Subdivision. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each conveyance by the Developer whether or not specifically stated therein. The rights, reservations and easements set forth herein shall be prior and superior to any other provisions of these Restrictions and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment to these Restrictions. Developer's consent to any amendment shall not be construed as consent to any other amendment.

7.02 Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any Owner or the Association, to grant or create temporary or permanent easements throughout the Subdivision, for ingress, egress, utilities, cable and satellite television systems, communication and security systems, drainage, water and other purposes incidental to the development, sale, operation and maintenance of the Subdivision. The rights reserved to the Developer under this Section 7.02 apply to the entire Subdivision.

7.03 Developer's Rights to Convey Common Area to the Association. Developer shall

have and hereby reserves the right, but shall not be obligated to, convey real property and improvements thereon, if any, to the Association for use as Common Area at any time and from time to time in accordance with these Restrictions, without the consent of any other Owner or Association.

7.04 Annexation of Additional Areas. Developer may cause additional real property to be annexed into the Subdivision, by causing a written Annexation Declaration confirming the annexation thereof, to be recorded in the Official Public Records of Real Property of Blanco County, Texas. No consent shall be required of the Association or any Member thereof, each Owner being deemed to have appointed the Developer as his agent and attorney-in fact to affect this Annexation, which power hereby granted to the Developer is and shall be a power coupled with any interest. Thereafter, the Association shall be the Association for the entirety of the Development, including the annexed property.

7.05 Developer Control of Association and ACC. Until such time Developer elects to establish the Association and the ACC all authority and powers reserved to the Association, the Board of Directors or the ACC shall be held and exercised by the Developer. The Developer may elect to transfer control of the Association or the ACC at the same time or at different times in which case the Control Transfer Date may be different for the Association and the ACC. The initial Board of Directors of the Association, made up of Owners, shall be designated by the Developer.

ARTICLE XIII

DUTIES AND POWERS OF THE PROPERTY OWNERS ASSOCIATION

8.01 General Duties and Powers of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has designated such powers (and subject to the provisions of the bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability and safety of the Subdivision. The Board of Directors shall minimally be composed of three individuals with the titles of President, Vice-President, and Secretary/Treasurer.

8.02 Duty to Accept the Property and Facilities Transferred by Developer. The Association shall accept title to any real property, improvements to real property, personal property and any related equipment which the Developer transfers to the Association, together with the responsibility to perform any all maintenance and administrative functions associated therewith, provided that such property and responsibilities are not inconsistent with the terms of these Restrictions. Property interest transferred to the Association by the Developer may include fee simple title, easements, leasehold interests and licenses to use such property. Any property or interest in property transferred to the Association by the Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of any declaration of covenants, conditions and restriction or easements set forth in the transfer instrument. Except as otherwise specifically approved by resolution of the board of Directors, no property or instrument

transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to the developer or any affiliate of the developer including, but not limited to, any purchase price, rent charge or fee.

8.03 Other Insurance Bonds. The Association shall obtain such insurance as may be deemed necessary or desirable by the Board or by law, including but not limited to, comprehensive liability and casualty insurance, worker's compensation insurance, fidelity and indemnity insurance, officers and director's liability insurance, as well as such other insurances or bonds as the Association shall deem necessary or desirable.

8.04 Duty to Prepare Annual Budgets. The Association shall prepare an annual budget for the Association and deliver a copy of the annual budget to the Members along with, or prior to, the delivery of the invoice sent to each Tract Owner for the Annual Assessment. The Association shall strive to deliver the annual budget and the Annual Assessment invoice at least thirty (30) days before the start of each calendar year.

8.05 Duty to Levy and Collect Assessments. The Association shall levy, collect and enforce the Assessments as provided in these Restrictions.

8.06 Duty to Provide Annual Financial Statement. The Association shall prepare an annual financial statement, including a balance sheet, for review by the Members.

8.07 Duties with Respect to Architectural Approvals. The Association, through the ACC, shall perform the ACC duties described in these Restrictions.

8.08 Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases and easements) for the common benefit of Owners including any improvements and personal property. The Association may construct improvements on the Subdivision property and may demolish any existing improvements.

8.09 Power to Adopt Rules and Regulation. The Association shall have the power to make reasonable rules and regulations regarding the use of the Common Area. The Association shall also have the right to promulgate such rules and regulations with respect to the Subdivision so long as the Board of the Association deems such rules and regulations necessary to promote the recreation, health, safety and welfare of the Members of the Association, or may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability and safety of the Subdivision all in accordance with the provisions of these Restrictions. The rules and regulations may be enforced in the same manner as any other provision of these Restrictions.

8.10 Enforcement of Restrictions. The Association (or any Owner if the Association fails to do so after reasonable written notice) shall 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 these Restrictions. Failure by the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. If it becomes necessary for any Owner or the Association to file a Court action to

enforce these Restrictions, the defaulting Owner shall be liable for all reasonable attorney's fees and costs incurred by the enforcing Owner or the Association to obtain compliance by the defaulting Owner. The defaulting Owner shall be liable for all damages suffered by the enforcing Owner or the Association which shall be in an amount established by the Court.

8.11 Remedies. In the event a Tract Owner fails to remedy any violation of these Restrictions, after written notice by the Association, the Association, or its authorized representatives, may take any one or more of the following actions:

- (a) Enter upon the Tract Owner's property and remove the violating condition, document the violating condition and/or cure the violation, at the expense of the Tract Owner, and the violating Tract Owner shall pay on demand all costs and expenses, including reasonable attorney's fees, incurred by the Association in removing such violating condition;
- (b) Assess a charge of \$50.00 per day against any Tract Owner and/or his Tract until the violating condition is corrected. The Violation charge may be increased by the Association in accordance with increases in the National Consumer Price Index using 2021 as a base year. Failure to pay such assessment by the violating Tract Owner within ten (10) days from receipt of assessment will result in a lien against the Tract with the same force and effect as the lien for Annual or Special assessments; and/or
- (c) File suit in order to enforce the above remedies and/or pursue any other remedy which may be available at law or in equity; and/or
- (d) Suspend an Owner's right to use the Common Area; and/or
- (e) Take any action allowed by the Texas Property Code.

After a Tract Owner receives a written notice of a violation of these Restrictions, the violating Tract Owner shall not be entitled to any further notice of the same violation if it occurs within a six (6) month period. The Association reserves the easement across each Owner's Tract for the purpose of correcting or removing conditions in violation of these Restrictions, and in doing so, shall have no liability for trespass or other tort in connection therewith, or arising from such correction or removal of a violating condition. The Association shall further have the right to have any vehicle or other property stored or used in violation of these Restrictions removed from the Owner's Tract at the expense of the Owner and stored at the expense of the Owner.

8.12 Authority to Combine ACC and Board. In order to efficiently manage the Association, and to perform the duties of the Association, the Association may elect to combine the duties of the Board of Directors and the duties of the ACC into one body to be known as the ACC/Board.

ARTICLE IX
GENERAL PROVISIONS

9.01 Term. The provisions hereof shall run with the land and shall be binding upon all Owners, their guests and invitees and all other persons claiming under them for a period of forty (40) years from the date these Restrictions are recorded. These Restrictions shall be automatically extended for successive periods of twenty (20) years each time unless these Restrictions are cancelled by a two-thirds (2/3) majority vote of every Member entitled to vote and an appropriate document is recorded evidencing the cancellation of these Restrictions.

9.02 Amendments. Except for any amendment affecting any existing Improvements, these Restrictions may be amended or changed, in whole or in part, at any time by a two-third (2/3) majority vote of every Member entitled to vote. Copies of any records pertaining to such amendments shall be retained by the Association permanently.

9.03 Amendment by the Developer. The Developer shall have and reserve the right at any time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend these Restrictions by an instrument in writing duly signed, acknowledged, and filed for record so long as the Developer owns at least one Tract of land and provided that any such amendment shall be consistent with and is furtherance of the general plan and scheme of development of the Subdivision and evidenced by these Restrictions.

9.04 Severability. Each of these provisions of these Restrictions shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partially unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

9.05 Liberal Interpretation. The provisions of these Restrictions shall be liberally construed as a whole to effectuate the purpose of these Restrictions.

9.06 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the developer and the Association, and their respective guests, invitees, heirs, legal representatives, executors, administrators, successors and assigns.

9.07 Effect of Violation on Mortgages. No violation of the provisions herein contained or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgage under any such mortgage, the holder of any such lien or beneficiary of any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

9.08 Terminology. All personal pronouns used in these Restrictions, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limits nor amplifies the provisions of these Restrictions. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, Section or Article which such terms appear.

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this the _____ day of _____ 2021.

LSLP Legacy Hills, LLC, a Delaware limited liability company

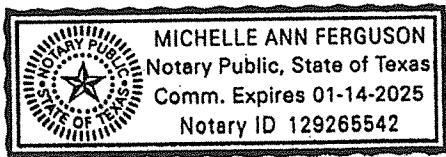
By: American Land Partners, Inc., a Delaware corporation, Manager

By: *Davy Roberts*
Davy Roberts, Authorized Agent

STATE OF TEXAS §
COUNTY OF BLANCO §
§

Before me, the undersigned Notary Public, on this day personally appeared DAVY ROBERTS who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and consideration therein expressed and in the capacity stated herein.

Given under my hand and seal of office on the 12th day of APRIL 2021.



Michelle Ferguson
NOTARY PUBLIC, State of Texas