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**Declaration of Restrictive Covenants of the  
Hurst Place Subdivision**

**Basic Information**

**Date:** December 1, 2019

**Declarant:** BCHP, LLC, a Texas Limited Liability Company

**Declarant's Address:** 8947 Bee Cave Road, Suite 101, Austin, TX 78746

**Property:** BEING 637.05 acres of land out of the T. L. CAMPBELL SURVEY, ABSTRACT NO. 189, DAVID W. CAMPBELL SURVEY, ABSTRACT NO. 208, the J. L. DAVIS SURVEY NO. 1352, ABSTRACT NO. 1475, the E. L. & R. RIVER RY. CO. (A. R. JOHNSON) SURVEY NO. 10, ABSTRACT NO. 1252, the JOSE OSTANE SURVEY, ABSTRACT NO. 656, and out of the M. R. THOMPSON SURVEY NO. 1484, ABSTRACT NO. 1536, in Burnet County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

**Definitions**

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means BCHP, LLC and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Lot" means each tract of land designated as a lot on the Plat.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property to be recorded in the Official Public Records of Burnet County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

## **Clauses and Covenants**

### **A. Imposition of Covenants**

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

### **B. Plat and Easements**

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

5. Excluding Lots owned by Declarant, except as allowed in the last 2 sentences of this section, once a Plat is recorded, no Lot shown on that Plat may be divided to create additional Lots, nor may any Owner of a Lot adjust boundary lines with an adjacent Lot or convey easements, licenses or interests other than the entire fee simple interest in that Owner's Lot, without obtaining Declarant's prior written approval in each case. This section does not require Declarant approval to the grant of a Mortgage or the conveyance of undivided fee simple interests in a single Lot to persons holding same as tenants in common. An Owner of adjacent Lots may combine the adjacent Lots into one Lot. For all other purposes of this Declaration (e.g., setback lines), the consolidated lots will be treated as a single Lot.

### **C. Use and Activities**

1. *Permitted Use.* All Lots will be improved and used for single family residential use (including garages, fences and such other Improvements customarily incident to residential uses). With written approval from Declarant, a Lot or Improvements on a Lot may also be used to produce income or for civic or commercial purposes such as a bed and breakfast, winery, wedding venue, orchard, or similar commercial purposes.

2. *Prohibited Activities.* Prohibited activities are -

- a. any activity that is otherwise prohibited by this Declaration;
- b. any illegal activity, including any use that would violate any applicable statute, ordinance, or regulation of the United States of America, the State of Texas, the County of Burnet, or, if applicable, any other governmental agency having jurisdiction thereof;
- c. any nuisance or noxious or offensive activity, nor shall anything be done thereon which may be or become an annoyance or nuisance to any adjoining tract;
- d. any discharging of sewage from an R.V., Residence, or cabin on the Property or a Lot unless it is discharged into a permitted septic system (On Site Sewage Facility – OSSF) installed by a licensed installer;
- e. any dumping or burning of rubbish;
- f. any storage of –
  - i. building materials except during the construction or renovation of a Residence or a Structure;
  - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
  - iii. unsightly objects unless completely shielded by a Structure;
- g. any exploration for or extraction of minerals;
- h. No swine/pigs may be raised on any Lot less than fifteen (15) acres. A maximum of two pigs may be raised on any Lot greater than fifteen (15) acres. No vicious or dangerous animals are allowed on the Property;
  - i. any commercial or professional activity except reasonable home office use;
- j. the renting of a portion of a Residence or Structure;
- k. the drying of clothes in a manner that is visible from any street;
- l. the display of any sign except –
  - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
  - ii. political signage not prohibited by law;
- m. installing a mobile home or house trailer on a Lot;
- n. interfering with a drainage pattern or the natural flow of surface water;

- o. No activity shall be conducted on the Property that is or may be unsafe or hazardous to persons or property or which violates a regulation or code of any applicable governmental authority. Hunting must strictly comply with all regulation of Burnet County, the State of Texas, and all applicable agencies of either such entity. No commercial or day lease hunting shall be allowed on the Property;
- p. occupying a Structure that does not comply with the construction standards of a Residence;
- q. Each Owner must enter into a contract for the regular removal of trash from the Lot at the expense of such Owner; and
- r. Recreational vehicles or travel trailers may be used but may not be lived in more than six months at a time. A septic system or holding tank must be used to contain the waste water from the recreational vehicle or travel trailer. At no time should waste water be dumped onto the ground.
- s. Installing a structure of any kind, including hunting blinds or deer feeders, or temporary camp sites within twenty five (25) feet of any property line.

**D. Construction and Maintenance Standards**

**1. Lots**

- a. *Consolidation of Lots.* An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence.
- b. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

**2. Residences and Structures**

- a. *Setback.* Except for fences, any house, barn, building or other structure shall be at least fifty (50) feet from CR 202 and, twenty-five (25) feet from any other property line or boundary.
- b. *Construction Time.* Any improvement, from the commencement of construction, shall be completed as to its exterior within six months and fully completed within twelve months.
- c. *Minimum Residence Size.* Minimum square footage on any Residence must be at least one thousand two hundred (1,400) feet, including porches and garages.
- d. *Approval of Construction Plans.* Until the Declarant no longer has any interest in the Property, all plans for construction of a Residence must be approved in writing by the Declarant.
- e. *Manufactured Homes.* Any manufactured home constructed or installed on a Lot must be approved by the Declarant before placement on the Lot. Further, all

manufactured homes must be greater than one thousand two hundred (1,400) square feet, have their towing devices (axels and wheels) removed, and must be placed on a slab, blocks, or piers, and anchored to the land in a manner prescribed by the Texas Department of Licensing and Regulation. All manufactured homes shall have shingle roofs, or a roof material approved by Declarant, and hardy panel or vinyl siding. All manufactured homes must be completely enclosed from the ground level to the lower portion of the outside wall within sixty (60) days of placement on the Property with hardy panel, masonry, brick, or stucco.

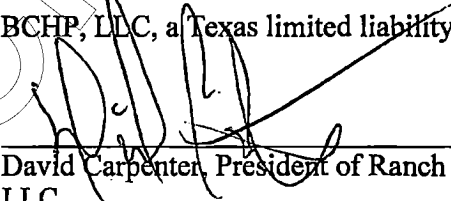
#### **E. General Provisions**

1. *Term.* This Declaration runs with the land and is binding in perpetuity.
2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.
3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
4. *Amendment.* This Declaration may be amended at any time by the affirmative vote of 67 percent of the Owners.
5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.
6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.
7. *Annexation of Additional Property.* On written approval of Declarant and not less than 75 percent of the Owners, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.
8. *Pre-suit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.
9. *Association.* The Owners of 75 percent of Lots in the Subdivision may authorize the formation of an association of Owners ("Association") by signing and acknowledging a statement containing (a) the proposed Association's name and type of entity and (b) the names and addresses of the initial directors. The Association will be governed by this Declaration, its Certificate of Formation, if any, and its bylaws and rules adopted by its board of directors (collectively, "Dedicator Instruments").

If an Association is formed, every Owner, subject to the next sentence, will be a member and agrees to comply with the Dedicator Instruments with the same consequences for failure to comply as are contained in this Declaration for failure to comply with it. Additionally, any Owner of a Lot abutting and having access to a Burnet County Road may elect to be excluded from the

Association, but will still be subject to the restrictions contained in this Declaration. Membership in the Association is appurtenant to and may not be separated from ownership of a Lot. If more than one person is an Owner of a Lot, only one vote may be cast for the Lot. The Association will have the powers of a Texas nonprofit corporation and a property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments. The Association may levy assessments to pay the expenses of its formation; to promote the recreation, health, safety, and welfare of Owners in the Subdivision; to fund its operating expenses; and to improve and maintain any common areas. An assessment is a personal obligation of each Owner when the assessment accrues. Assessments are secured by a continuing vendor's lien on each Lot, and the lien is reserved by the Declarant and assigned to the Association. By acceptance of a deed to a Lot, each Owner grants a lien, together with the power of sale, to the Association to secure assessments. The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to assessments due before the foreclosure. The bylaws or the rules of the Association establish when assessments are due, how assessment amounts may be changed, and the Association's rights to collect assessments. Regular assessments will be equal for all Lots. The bylaws and rules may also specify the Association's remedial rights to charge late fees for late payment of assessments; enforce compliance with the Dedicatory Instruments; and assess an Owner for attorney's fees and costs arising out of enforcement actions, foreclosure of the Association's lien, or suspension of an Owner's rights, including voting rights, for a delinquency in paying an assessment or other violations of the Dedicatory Instruments.

BCHP, LLC, a Texas limited liability company,

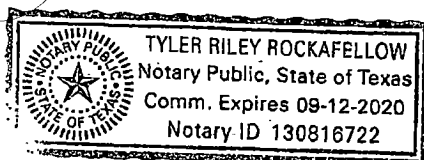
  
David Carpenter, President of Ranch Enhancements, LLC.

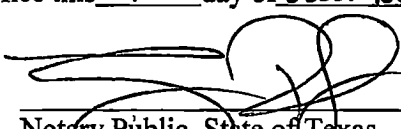
STATE OF TEXAS )

COUNTY OF BURNET )

Before me on this day personally appeared David Carpenter, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that David Carpenter executed the same as the act of BCHP, LLC, a Texas limited liability company, as its President, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1<sup>st</sup> day of December, 2019.



  
Notary Public, State of Texas

My commission expires: 9-12-20

BEING A 637.05 ACRE TRACT OF LAND, OUT OF THE THOMAS L. CAMPBELL SURVEY, ABSTRACT NO. 189, THE DAVID W. CAMPBELL SURVEY, ABSTRACT NO. 208, THE J. L. DAVIS SURVEY NO. 1352, ABSTRACT NO. 1475, THE A.R. JOHNSON SURVEY NO. 10, ABSTRACT NO. 1252, THE JOSE OSTANE SURVEY, ABSTRACT NO. 656 AND THE N.R. THOMPSON SURVEY NO. 1484, ABSTRACT NO. 1536 IN BURNET COUNTY, TEXAS, AND BEING ALL OF A CALLED 44.514 ACRE TRACT OF LAND AS DESCRIBED IN SPECIAL WARRANTY DEED DATED NOVEMBER 14TH, 2006 FROM WILLIAM R. HURST, SR. TO THE WILLIAM R. HURST, SR. REVOCABLE LIVING TRUST AS RECORDED ON VOLUME 1478, PAGE 922 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, ALL OF A CALLED 45.030 ACRE TRACT OF LAND AS DESCRIBED IN SPECIAL WARRANTY DEED DATED NOVEMBER 14TH, 2006 FROM WILLIAM R. HURST, SR. TO THE WILLIAM R. HURST, SR. REVOCABLE LIVING TRUST AS RECORDED ON VOLUME 1478, PAGE 927 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, ALL OF A CALLED 45.092 ACRE TRACT OF LAND AS DESCRIBED IN SPECIAL WARRANTY DEED DATED NOVEMBER 14TH, 2006 FROM WILLIAM R. HURST, SR. TO THE WILLIAM R. HURST, SR. REVOCABLE LIVING TRUST AS RECORDED ON VOLUME 1478, PAGE 932 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, ALL OF A CALLED 38.54 ACRE TRACT OF LAND AS DESCRIBED IN SPECIAL WARRANTY DEED DATED NOVEMBER 14, 2006 FROM WILLIAM R. HURST, SR. TO WILLIAM R. HURST, SR. REVOCABLE LIVING TRUST AS RECORDED ON VOLUME 1478, PAGE 917 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND ALL OF A CALLED 463.49 ACRE TRACT OF LAND AS DESCRIBED IN SPECIAL WARRANTY DEED DATED NOVEMBER 14TH, 2006 FROM WILLIAM R. HURST, SR. TO THE WILLIAM R. HURST, SR. REVOCABLE LIVING TRUST AS RECORDED ON VOLUME 1478, PAGE 912 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS. SAID 637.05 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS AS FOLLOWS.

BEGINNING at a 1/2" iron pin found near the base of a fence corner post, along the northwesterly right-of-way line of Burnet County Road No. 202, at the most easterly corner of the remainder of a called 126 acre tract of land known as Tract II as described in instrument to David H. Crook, recorded on Volume 744, Page 307 of the Official Public Records of Burnet County, Texas, at the most easterly corner of said 463.49 acre tract, and being the most easterly corner hereof;

THENCE along the northwesterly right-of-way line of said Burnet County Road No. 202, the southeasterly line of said 463.49 acre tract, and hereof the following 3 (three) courses and distances;

- 1) South 31°10'26" West, a distance of 1508.85' to 6" cedar fence corner post;
- 2) South 18°24'00" West, a distance of 753.15' to a 2" metal fence corner post;
- 3) South 30°46'03" West, a distance of 2597.45' to a 4" metal fence corner post, at the most easterly corner of a called 24.94 acre tract of land as described in instrument to Kenneth Harned, recorded on Volume 200, Page 421 of the Deed Records of Burnet County, Texas, being a southeasterly corner hereof;

THENCE North 53°11'49" West, along the northeasterly line of said 24.94 acre tract, a southwesterly line of said 463.49 acre tract, and hereof, a distance of 1961.93' to an 8" cedar fence corner post, along the easterly line of a called 96.79 acre tract as described in instrument to The Walton Cotton Revocable Trust, recorded on Document No. 201811042 of the Official Public Records of Burnet County, Texas, and being a southwesterly corner hereof;

EXHIBIT " A "

**THENCE** along the northerly lines of said 96.79 acre tract, the southerly line of said 463.49 acre tract, and hereof the following 4 (four) courses and distances;

- 1) North 22°10'27" West, a distance of 77.17' to a 1/2" iron pin found;
- 2) South 69°27'49" West, a distance of 1196.42' to a 6" cedar fence corner post;
- 3) South 46°58'20" West, a distance of 140.11' to a 1/2" iron pin found;
- 4) South 20°08'11" East, a distance of 1206.19' to a 6" cedar fence corner post, being a northeasterly interior corner of said 96.79 acre tract, and being a southerly corner hereof;

**THENCE** South 68°17'10" West, along the southerly line of said 463.49 acre tract, and hereof, passing a found 1/2" iron pin at 5.70' left of line at a distance of 1294.83', for a total distance of 1880.20' to an 8" cedar fence corner post, along the northerly line of a called 25.00 acre tract of land as described in instrument to Terry Zinz, et ux, recorded on Volume 656, Page 132 of the Real Property Records of Burnet County, Texas, at the southeasterly corner of a called 460 acre tract as described in instrument to Charles Anderson Feild, recorded on Volume 513, Page 307 of the Real Property Records of Burnet County, Texas, at the most southwesterly corner of said 463.49 acre tract, and hereof;

**THENCE** North 20°44'18" West, along the easterly line of said 460 acre tract, the westerly line of said 463.49 acre tract, the westerly line of said 38.54 acre tract and hereof, passing a found 8" cedar fence post at the southwesterly corner of said 38.54 acre tract at a distance of 3740.45', for a total distance of 3926.45' to an 8" cedar fence post, at the southeasterly corner of a called 174.377 acre tract of land as described in instrument to Susan Brown and spouse William Brown, recorded in Document No. 201807148 of the Official public Records of Burnet County, Texas, and being a westerly angle point hereof;

**THENCE** North 19°42'35" West, along the easterly line of said 174.377 acre tract, the westerly line of said 38.54 acre tract, and hereof, a distance of 692.33' to a 1/2" iron pin found, at the southwesterly corner of said 45.030 acre tract, and being a westerly angle point hereof;

**THENCE** North 19°40'42" West, along the easterly line of said 174.377 acre tract, the westerly line of said 45.030 and hereof, a distance of 3144.21' to a 3" metal fence corner post, along the southerly line of the remainder of a called 146 acre tract known as Second Tract as described in instrument to the Mary E. Peacock Revocable Living Trust, recorded in Volume 640, Page 128 of the Real Property Records of Burnet County, Texas;

**THENCE** North 69°16'13" East, along the southerly line of the remainder of said 146 acre tract, the northerly line of said 45.030 acre tract, the northerly line of said 45.092 acre tract, and hereof, a distance of 1262.09' to a 1/2" iron pin found, at the northwesterly corner of said 44.514 acre tract, and being a northerly angle point hereof;

**THENCE** North 69°11'53" East, along the southerly line of the remainder of said 146 acre tract, the northerly line of said 44.514 acre tract, the northerly line hereof, a distance of 610.99' to a 3" metal fence corner post, at the northwesterly corner of a called 29 acre tract known as Third Tract as described on said Volume 640, Page 128, and being the most northeasterly corner hereof;

**THENCE** South 20°14'02" East, along the westerly line of said 29 acre tract, the easterly line of said 44.514 acre tract, and hereof, a distance of 1406.35' to an 8" cedar fence corner post, at the northwesterly corner of a called 66.01 acre tract of land as described in instrument to David Childers, recorded in Document No. 201010361 of the Official Public Records of Burnet County, Texas, and being an easterly angle point hereof;

**THENCE** South 20°02'15" East, along the westerly line of said 66.01 acre tract, the easterly line of said 44.514 acre tract, and hereof, a distance of 1711.25' to a 1/2" iron pin set with plastic survey cap stamped CUPLIN, at the northeasterly corner of said 38.54 acre tract, and being an easterly angle point hereof;



**CUPLIN & ASSOCIATES, Inc.**

**land surveyors & planners**

Prepared For: BCHP, LLC

Project No. 19922

Date: 10/21/2019

**THENCE** South 20°21'00" East, along the westerly line of said 66.01 acre tract, the easterly line of said 38.54 acre tract, the easterly line of said 463.49 acre tract and an easterly line hereof, a distance of 974.77' to a 3/8" iron pin found, being a northwesterly interior corner hereof;

**THENCE** North 68°45'22" East, along the southerly line of said 66.01 acre tract, the southerly line of the remainder of a tract of land and southerly line of a called 50' wide access easement as described in instrument recorded on said Volume 744, Page 307 of the Official Public Records of Burnet County, Texas, passing a found 1/2" iron pin with "DJS" property cap at 3.80' left of line at a distance of 1131.59', for a total distance of 2930.44' to an 8" cedar fence corner post, at a northeasterly corner hereof;

**THENCE** along the southwesterly line of said Crook tract, the northeasterly line of said 463.49 acre tract, and hereof the following 2 (two) courses and distances;

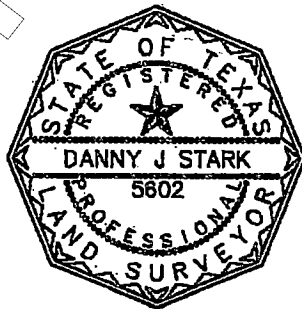
- 1) South 21°06'43" East, a distance of 986.56' to an 8" cedar fence corner post found for an interior corner hereof;
- 2) North 69°41'53" East, a distance of 3129.01' to the POINT OF BEGINNING, containing 637.05 acres, more or less.

I HEREBY CERTIFY TO ATTORNEY'S ABSTRACT COMPANY, FIRST TEXAS BANK AND BCHP, LLC THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME AND OR UNDER MY DIRECT SUPERVISION. CUPLIN & ASSOCIATES, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE ABOVE REFERENCED PARTIES HEREBY CERTIFIED TO FOR THIS SPECIFIC TRANSACTION ONLY, COPYRIGHT 2019, CUPLIN & ASSOCIATES, INC. ©. BASIS OF BEARINGS ARE TO TEXAS COORDINATE SYSTEM, CENTRAL ZONE. A PLAT OF SURVEY OF EVEN DATE WAS PREPARED AS IS INTENDED TO ACCOMPANY THE ABOVE DESCRIBED TRACT OF LAND.

*Danny J. Stark*

Dated: 10/21/2019

Danny J. Stark, Registered Professional Land Surveyor No. 5602





# FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

*Janet Parker*

Janet Parker, County Clerk

Burnet County, Texas

Date: DECEMBER 18, 2019 Time: 3:40PM

FEE: \$ 50.00

Doc Type: RES

201913538