



**First Amendment to the  
Declaration of Restrictive Covenants of the  
Hurst Place Subdivision**

**Effective Date:** September 24, 2020

**WHEREAS**, BCHP, LLC, (the "Declarant") encumbered the Property through the institution of covenants, conditions and restrictions by instrument recorded under 201913538 of the Official Public Records of Burnet County, Texas (the "Restrictive Covenants");

**WHEREAS**, pursuant to Section E(4) of the Restrictive Covenants, the Declarant, owner of greater than sixty-seven percent (67%) of the Lots, may amend the Restrictive Covenants by a written amendment executed and acknowledged by the Declarant and recorded in the Official Public Records of Burnet County, Texas;

**AND WHEREAS**, the Declarant and Property Owners, desiring to modify the conditions, covenants and restrictions having been previously placed upon the Property and recorded, now wish to Amend and Restate the Restrictive Covenants referenced herein;

**NOW THEREFORE**; this First Amendment to the Declaration of Restrictive Covenants of Hurst Place Subdivision is made as of September 24, 2020 as proposed and approved by the Owner and Declarant, BCHP, LLC, at a meeting held on September 23, 2020 and is executed by David Carpenter as Managing Member.

**Property Maintenance Company:** Hurst Place Maintenance Company, a Texas non-profit corporation.

**Property Maintenance Company Address:** 301 W. Polk Street, Burnet, Texas 78611

**Property:** HURST PLACE, A SUBDIVISION IN BURNET COUNTY, TEXAS, 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**

"Control Transfer Date" means the date Declarant no longer owns or has any legal or equitable interest in any of the Property. As long as Declarant is the beneficiary of any deed of trust or vendor's lien against any of the Property, Declarant has an equitable interest in a portion of the Property as applicable.

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

"Dedictory Instruments" means this Declaration of Restrictions, Covenants, and Conditions.

"Improvement" means every structure and appurtenance to a structure of every type and kind within the Property. "Improvement" includes but is not limited to, buildings, barns, pens, sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, Landscaping, poles, signs, exterior air conditioning or water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and other facilities used in connection with water, sewer, gas, electric, telecommunication, or other utilities.

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

"Plat" means the Plat of the Property recorded in the real property records of Burnet County, Texas, and any replat of or amendment to the Plat.

"Property" means the Lots of the Hurst Place Subdivision, as described above and in the attached Exhibit "A" and any plat of the Property in the real property records of Burnet County, Texas, and any replat of or amendment to the Plat.

"Property Owners" means any person, including Declarant, owning a fee simple interest in any lot or lots, as described in the Plat of the Property.

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

### **Clauses and Covenants**

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

1. Declarant imposes the amended Covenants described below on the Subdivision. All Owners and other occupants of the Lots by 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 the Dedictory Instruments and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Management Company, 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.

**C. Amended Covenants**

1. *Now therefore*, for and in consideration of the mutual benefits to the present and future owners of the Property, the undersigned hereby adopt, confirm and ratify this Amendment Number One to the aforesaid Restrictive Covenants for the Property, adding Article D(2)(f), and amending Article E(4), and Article E(9) to read as follows:

**D. Construction and Maintenance Standards**

2. *Residences and Structures*

f. *Driveway.* All driveways on a Lot that provide access to a county road or Property roadway must meet requirements on driveway design, including materials, aprons, location, and point of contact with private roads, specified by Declarant. Design requirements for the required apron and culvert mentioned below is attached hereto as Exhibit "B". Driveways must be built with sufficient rise in elevation to allow surface water drainage along the adjacent county road or Property roadway to continue without interruption or change in direction of flow.

**E. General Provisions**

4. *Amendment.*

- (a) By Declarant. This Declaration may be amended by Declarant until the Control Transfer Date. No amendment by Declarant is effective until a written amendment executed and acknowledged by Declarant is recorded in the Official Public Records of Burnet County, Texas.
- (b) By Owners. In addition to the method in Section E(4)(a), this Declaration may be amended after the Control Transfer Date by recording a written amendment in the Official Public Records of Burnet County executed and acknowledged by at least 67% of the owners of the Lots.

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 will be a member and agrees to comply with the Dedicatory Instruments with the same consequences for failure to comply as are contained in this Declaration for failure to comply with it. 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 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. ***Beginning at the date of recording of these Restrictions, all Owners shall be subject to a fee of Two Hundred Dollars (\$200.00) per year to fund maintenance of the subdivision. Additionally, there shall be a transfer fee in the amount of One Thousand Dollars (\$1,000.00) for every sale of a Lot.***

#### **D. General Provisions**

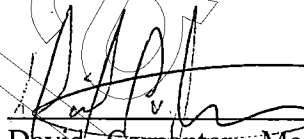
1. *Term.* This Declaration runs with the land and is binding in perpetuity.
2. *No Waiver.* Failure by the Property Maintenance Company, Declarant or a Property Owner to enforce the Dedicatory Instruments is not a waiver.
3. *Corrections.* The Declarant may correct typographical or grammatical errors, 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 Declarant or a vote of at least 67% of the Property Owners at a meeting in accordance with the Declaration. An instrument containing the approved amendment will be signed by the Property Owners and recorded.

5. *Conflict.* This Declaration controls over the other Dedicatory Instruments.

6. *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.

7. *Notices.* Any notice required or permitted by the Dedicatory Instruments must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Property Owner, at the Property Owner's last known address, and the Property Maintenance Company or Declarant. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

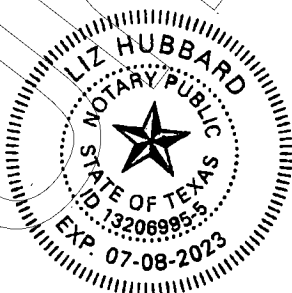
8. *Annexation of Additional Property.* On written approval of the Declarant and not less than 75% of the Members at a meeting in accordance with the Declaration, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

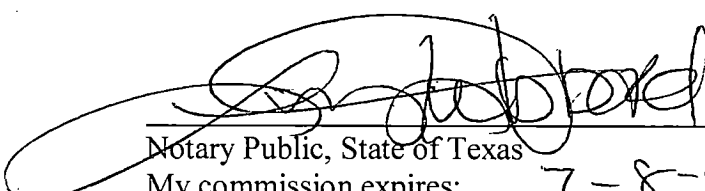
  
David Carpenter, Managing Member of BHP,  
LLC

STATE OF TEXAS )

COUNTY OF BURNET )

This instrument was acknowledged before me on September 29, 2020, by David Carpenter acting as a Managing Member of BHP, LLC, a Texas limited liability company.



  
Notary Public, State of Texas

My commission expires: 7-8-23

**CUPLIN & ASSOCIATES, Inc.**  
land surveyors & planners

Prepared For: BCHP, LLC  
Project No. 19922  
Date: 10/21/2019

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 "

**CUPLIN & ASSOCIATES, Inc.**  
land surveyors & planners

Prepared For: BCHP, LLC  
Project No. 19922  
Date: 10/21/2019

**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

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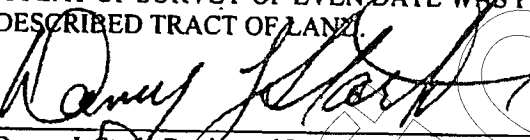
**THENCE** South 20°21'00" East, along the westerly line of said 66.01 acre tract, the easterly line of said 38.54 acre tract, the easterly line of said 463.49 acre tract and an easterly line hereof, a distance of 974.77' to a 3/8" iron pin found, being a northwesterly interior corner hereof;

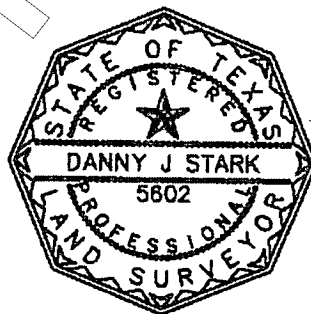
**THENCE** North 68°45'22" East, along the southerly line of said 66.01 acre tract, the southerly line of the remainder of a tract of land and southerly line of a called 50' wide access easement as described in instrument recorded on said Volume 744, Page 307 of the Official Public Records of Burnet 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.

  
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

9/29/2020 3:39:48 PM

FEE: \$54.00

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