*Janet Parker*

Janet Parker, County Clerk

Burnet County, TX

Pages: 5

RES

Fee: \$ 42.00

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

**Effective Date:** January 21, 2021

**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**, the Declarant further encumbered the Property through a First Amendment to the Declaration of Restrictive Covenants of Hurst Place Subdivision by Instrument recorded under 202012538 of the Official Public Records of Burnet County, Texas (the "First Amendment");

**WHEREAS**, pursuant to Section E(4)(b) 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, 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 Second Amendment to the Declaration of Restrictive Covenants of Hurst Place Subdivision is made as of January 21, 2021 as proposed and approved by the Owner and Declarant, BCHP, LLC, at a meeting held on January 21, 2021 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 Dedicatory 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, amending **Article C(2)(f)**, **Article C(2)(m)**, **Article D(2)(a)**, **Article D(2)(c)**, and **Article D(2)(e)** to read as follows:

**C. Use and Activities**

2. *Prohibited Activities.*

f. any storage of –

i. building materials except during the construction or renovation of a Residence or a Structure;

ii. vehicles, boats, or trailers, except vehicles in a garage or Structure or operable automobiles on a driveway; or

iii. unsightly objects unless completely shielded by a Structure;

m. installing a personal mail box, manufactured home, mobile home, or trailer on a Lot, unless it is a manufactured home approved by Declarant and installed prior to the recording of the Second Amendment.

**D. Construction and Maintenance Standards**

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, fifty (50) feet from any other property line or boundary.

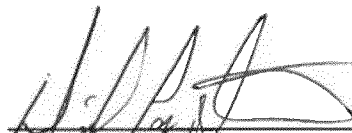
c. *Minimum Residence Size.* Minimum square footage on any Residence must be at least one thousand four hundred (1,400) feet.

e. *Additional Construction Requirements.* All outbuildings and similar Improvements must be on a slab. Additionally, each Lot shall contain a twenty (20) foot concrete apron from said Lot connecting to the roads of the Subdivision. Culverts must have a minimum width of sixteen feet and piping beneath driveways for drainage must be buried at appropriate depths and concealed. All dimensions for the above mentioned apron and culverts are the minimum required. All concrete apron and culvert construction must be approved in writing by the Declarant and must be installed before any additional construction commences.

#### **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.

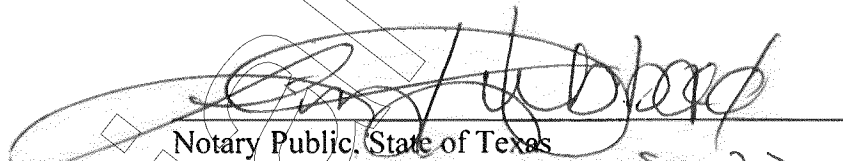


David Carpenter, Managing Member of BCHP,  
LLC

STATE OF TEXAS )

COUNTY OF BURNET )

This instrument was acknowledged before me on February 4, 2021, by David Carpenter acting as a Managing Member of BCHP, LLC, a Texas limited liability company.



Notary Public, State of Texas  
My commission expires: 7-8-23

