*Janet Parker*

Janet Parker, County Clerk

Burnet County, TX

Pages: 4 RES Fee: \$ 38.00

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

Effective Date: April 7, 2022

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, the Declarant further encumbered the Property through a Second Amendment to the Declaration of Restrictive Covenants of Hurst Place Subdivision by Instrument recorded under 202101904 of the Official Public Records of Burnet County, Texas (the "Second Amendment");

WHEREAS, pursuant to Section E(4)(a) of the Restrictive Covenants and the First Amendment, the Declarant, prior to the Control Transfer Date, 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 Third Amendment to the Declaration of Restrictive Covenants of Hurst Place Subdivision is made as of April 7, 2022 as proposed and approved by the Owner and Declarant, BCHP, LLC, at a meeting held on April 7, 2022 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, adding **Article D(2)(g)** to read as follows:

D. Construction and Maintenance Standards

2. *Residences and Structures.*

g. *Electric Utilities.* On any Lot smaller than ten (10) acres, all electric utilities, and/or powerlines, must be installed underground from the pole provided from Pedernales Electric Cooperative (P.E.C.). No overhead powerlines shall be permitted on Lots smaller than ten (10) acres.

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 prior to the Control Transfer Date 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

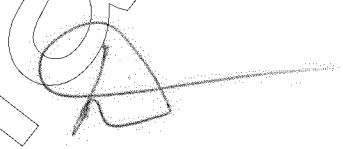
signed by the Property Owners and recorded.

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.

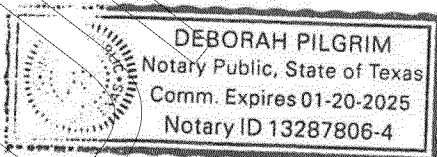



David Carpenter, Managing Member of BCHP, LLC

STATE OF TEXAS)

COUNTY OF BURNET)

This instrument was acknowledged before me on April 7, 2022, by David Carpenter acting as a Managing Member of BCHP, LLC, a Texas limited liability company.





Notary Public, State of Texas
My commission expires: 01-20-2025