

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

Basic Information

Date: _____, 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 only for single family residential use (including garages, fences and such other Improvements customarily incident to residential uses). No Lot or Improvements on a Lot may be used to produce income or for civic or commercial purposes except an Owner or occupant may conduct business activities incidental to the primary residential use of the Lot so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside

We want to allow bed and breakfast, wedding venues, winery's, Orchards, etc

the building structures; (b) the business activity conforms to all legal requirements and other provisions of the Restrictions; (c) the business activity does not involve visitation to the Lot by clients, customers, vendors or other business invitees or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Property (as determined by Declarant). The lease of an entire Lot for single family residential purposes is not conducting a trade or business from a Lot but the term of any such lease shall be at least 6 months

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 may be raised on the Property. 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. again bed and breakfast, wedding venues, orchards or winery's ok
the drying of clothes in a manner that is visible from any street;
- l. the display of any sign except –

A pet Pig is allowed
Maybe define pet or
number of pet pigs I
say 2 and you have to
have at least 15 ac.

- 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.

It was brought to my attention that manufactured homes now come in a 14x96=1344 They put two units end to end.
Do we want to allow end to end units?

I say they must be on a slab or do they have to have access for plumbing?

c. *Minimum Residence Size.* Minimum square footage on any Residence must be at least one thousand two hundred (1,200) 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 (1,200) 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 dealer installed skirting, such as hardy panel, masonry, plater, 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, "Dedictory Instruments").

If an Association is formed, every Owner will be a member and agrees to comply with the Dedictory 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 Dedictory 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 Dedictory 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 Dedictory Instruments.

unless they have access to a county road then they
are exempt from any association.

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 _____ day of _____, 2019.

Notary Public, State of Texas

My commission expires: _____