

ADOPTION OF COVENANTS, CONDITIONS,
ASSESSMENTS, CHARGES, SERVITUDES, LIENS,
RESERVATIONS, AND EASEMENTS (SINGLE FAMILY).

BULLARD CREEK RANCH, UNIT 2, SMITH COUNTY, TEXAS

THIS ADOPTION of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements (herein called "Declaration") is made this 30th day of June, 2017, by Bullard Creek Ranch Acquisitions, L.L.C (herein called "Declarant").

WITNESSETH:

WHEREAS, Declarant now owns that certain property described in the Plat of Bullard Creek Ranch Unit 2, Smith County, Texas recorded in Cabinet F, Slide 5-A, of the Plat Records of Smith County, Texas; and

WHEREAS Declarant is now the owner of remaining unimproved property within Bullard Creek Ranch, Unit 1 (Phases 1 & 2) and desires to incorporate the property located in Bullard Creek Ranch Unit 2 into the common scheme of development with Bullard Creek Ranch Unit 1;

NOW, THEREFORE, Declarant hereby incorporates the property situated within Bullard Creek Ranch Unit 2, which shall be held, sold and conveyed subject to the following:

1. The restrictive covenants, conditions, assessments, charges, servitudes, liens, reservations and easements as provided in the Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens Reservations and Easements (Single Family) for Bullard Creek Ranch as set forth in that instrument recorded as Instrument Number 2006-R00039520, Official Public Records, Smith County, Texas, are hereby binding upon the real property located and encompassed in Bullard Creek Ranch Unit 2 according to the plat thereof recorded in Cabinet F, Slide 5-A, of the Plat Records of Smith County Texas, except as otherwise provided herein.
2. Subject to the termination of the Declarant period, the terms and provisions of the Declaration are binding on all property located within Bullard Creek Ranch Unit 2, save and except the following provisions:
 - a. Section 3.03, regarding the minimum square footage applicable to those properties in Bullard Creek Ranch Unit 2, is hereby amended so as to require that the living area of each residence, exclusive of porches, patios, garages, terraces or driveways on each lot, shall not be less than 2,100 square feet.
 - b. The provisions of Section 20.03 are deleted in their entirety.

*CHANGES TO 1800 IN JUNE 2019
AMENDMENT.*

- c. Article XXII is hereby amended to read as follows:
- i. Deviations – The HOA, acting through the Architectural Control Committee (“ACC”), may grant approval for deviations or variances from the restrictions provided herein so long as such deviations and variances are generally consistent and harmonious with the remainder of the surrounding community and do not adversely affect the value of another lot. Action of the ACC in approving deviations and variances shall be final.
 - ii. In the event an owner seeks a variance or deviation that is denied by the ACC, the owner shall have the right to appeal to the Board of Directors for reconsideration and shall follow the provisions of the Texas Property Code, as amended, in connection with such appeal.
- d. Article XXIII is hereby amended by the addition of a new Section 23.16, which shall read as follows:
- 23.06 Approved Builders. From time to time, the Board shall adopt a list of approved builders for the purpose of construction of single-family residences within the subdivision, which such decision of the Board shall be final. In making these decisions, the Board shall comply with applicable federal, state, and local laws.

ARTICLE I.
DEFINITIONS

The following words, phrases, or terms used in this Declaration shall have the following meanings:

- A. “Assessment” shall mean any assessment levied, charged, or assessed against an owner and/or his or her lot in accordance with this Declaration.
- B. “Architectural Control Committee” (“ACC”) shall mean the Declarant or, if applicable, a committee, corporation, or association appointed by Declarant for the purposes of exercising architectural control as provided in this Declaration.
- C. “Articles of Incorporation” shall mean the Articles of Incorporation of the Association, as the same may from time to time be amended.
- D. “Assessable Property” shall mean each of the Lots (as hereinafter defined) and the remaining portions of the Property (as hereinafter defined), except such part or parts thereof as may from time to time constitute Exempt Property (as hereinafter defined).
- E. “Assessment Lien” shall mean the Lien created and imposed by Article VII hereof.
- F. “Association” shall mean and refer to Bullard Creek Ranch Homeowners Association, Inc., a Texas not-for-profit corporation, its successors and assigns.

G. "Board" shall mean the Board of Directors of the Association. Any determinations or actions to be made or taken by the Board under this Declaration may be made or taken by a committee appointed by the Board pursuant to the Bylaws (as hereinafter defined) and subject to any limitation imposed by Texas law.

H. "Bylaws" shall mean and refer to the duly adopted Bylaws of the Association, as the same may from time to time be amended.

I. "Covenants" shall mean the covenants, conditions, assessments, charges, servitudes, liens, reservations, and easements set forth herein.

J. "Declarant" shall mean Bullard Creek Land Acquisitions, LLC, and any successor and assign of Declarant's rights and powers hereunder, but with respect to any such successor or assign (1) such successor or assign shall not be deemed to be a "Declarant" unless such successor or assign is designated as such pursuant to a written instrument signed by Declarant (which written instrument shall be filed of record in the Real Estate Records of Smith County, Texas, designating that part of the Property to which it relates) and (2) such successor or assign shall only have those rights and powers of Declarant that are specifically assigned by such written instrument.

K. "Declarant Land" shall mean such part or parts of the Property, including, but not limited to, the Lots owned by Declarant, together with the buildings, structures, and improvements thereon, if any, as may be owned now or at any time hereafter by the Declarant, for as long as the Declarant is the owner thereof. Declarant Land shall include any Lot or parcel of the property that is reacquired by Declarant through foreclosure and reconveyance or assignment in lieu of foreclosure or in cancellation of any purchase money indebtedness owed to Declarant.

L. "Declaration" shall mean this Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations, and Easements, as amended or supplemented from time to time.

M. "Deed" shall mean a deed or other instrument conveying the fee simple title to all or any portion of the Property, including but not limited to a Lot.

N. "Dwelling Unit" shall mean any portion of a building situated on a Lot designed and intended for use and occupancy as a residence by a single family.

O. "Exempt Property" shall mean the following parts of the Property:

(1) All land and Permanent Improvements owned by or dedicated to and accepted by the United States, the State of Texas, the County of Smith, or any political subdivision thereof,

for as long as such entity or political subdivision is the Owner thereof, or for so long as said dedication remains effective.

(2) All Declarant Land as defined above.

(3) All land and buildings, structures, and improvements thereon, if any, conveyed by Declarant to the Association, including the Reserved Areas.

P. "Lot" shall mean any lot described in the Plat of Bullard Creek Ranch, Unit 2, as recorded in Cabinet F, Slide S-A of the Plat Records of Smith County, Texas, together with any lots that may, from time to time, result from the resubdivision, combination, or division of any of such lots, as may be shown upon a plat or plats of the Property or any part thereof now or hereafter filed for record in the Map and Plat Records of Smith County, Texas (as such plat or plats may be amended from time to time). The term "Lot" shall also include any other portion of the Property that may, from time to time, be shown upon the aforementioned plat or plats (as same may be amended from time to time) and that is designated on such plat or plats to be a Lot by a separate written instrument executed by Declarant, or its successors or assigns, filed of record in the Official Public Records of Smith County, Texas.

Q. "Maintenance Charges" shall mean any and all costs assessed pursuant to Article V or Section 14.02.

R. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation. For all purposes of this Declaration, the owner of more than one (1) Lot shall have one (1) vote for each Lot owned. The term Owner shall not include the owner of any lesser estate or interest. At the time of transfer of any Lot, notice of such transfer shall be given to the Association by the transferor. Any transferor who fails to give such notice shall be personally liable for all Assessments accruing after such failure and until such notice is given, but shall have none of the rights or privileges accruing to Owners hereunder.

S. "Permanent Improvements" shall mean, with respect to any Lot or any other portion or parcel of the Property, any and all improvements, structures, and other materials and things (including, but without limitation, trees, berms shrubs, hedges, and fences) that, at the time of each Assessment, are located thereon.

T. "Plat" shall mean the subdivision plat of any portion of the Property presently on file in the Map and Plat Records of Smith County, Texas, and any other plat or plats of all or any portion of the Property now or hereafter filed for record in the Map and Plat Records of Smith County, Texas (as such plat or plats may be amended from time to time). The streets shown on the Plat, unless otherwise stated on the Plat, have been dedicated to the public.

U. "Person" shall mean and refer to an individual, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

V. "Property" shall mean:

- (1) The land described in the Plat of Bullard Creek Ranch Unit 2, as recorded under Cabinet F, Slide 5A, of the Plat Records of Smith County, Texas; and
- (2) Additional land subject to this Declaration, if any.

W. "Reserved Areas" shall mean those areas, if any, of the Property (including, without limitation, streets, greenbelts, etc.) that are not now or hereafter designated on the Plat and intended by Declarant's execution of the Plat as single-family residential Lots. The ownership of such areas is to be transferred and assigned to the Association.

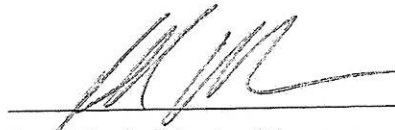
X. "Subdivision" shall mean the residential subdivision located in Smith County, Texas, and known as Bullard Creek Ranch Unit 2, according to the Plat of said subdivision recorded under Cabinet F, Slide 5A, of the Plat Records of Smith County, Texas, as the same may be amended or supplemented from time to time, and where the context requires, any other subdivision within the Property as shown by a plat filed for record by Declarant in the Plat Records of Smith County, Texas.

Y. "Subsidiary Declaration" shall mean any declaration of covenants, conditions, assessments, or restrictions applicable to any portion of the Property that is recorded after the effective date hereof or that is otherwise subject hereto.

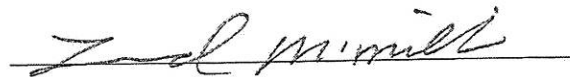
Z. "Supplemental Declaration" shall mean a supplement to this Declaration recorded as provided herein.

EXECUTED, this 30 day of June, 2017.

BULLARD CREEK RANCH ACQUISITIONS, LLC



Brad Morris, Member/Manager



Lenard McMillin, Member/Manager



Mike Taliaferro, Member/Manager

STATE OF TEXAS

COUNTY OF SMITH

This instrument was acknowledged before me on June 30, 2017, by Brad Morris, Member/Manager of Bullard Creek Ranch Acquisitions, LLC, a Texas limited liability company, on behalf thereof and in said capacity.



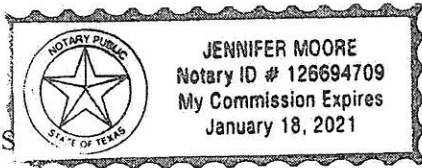
Jennifer Moore

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF SMITH

This instrument was acknowledged before me on June 30, 2017, by Lenard McMillin, Member/Manager of Bullard Creek Ranch Acquisitions, LLC, a Texas limited liability company, on behalf thereof and in said capacity.



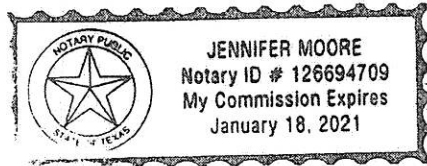
Jennifer Moore

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF SMITH

This instrument was acknowledged before me on June 30, 2017, by Mike Taliaferro, Member/Manager of Bullard Creek Ranch Acquisitions, LLC, a Texas limited liability company, on behalf thereof and in said capacity.



Jennifer Moore

Notary Public, State of Texas

Smith County



DO NOT REMOVE

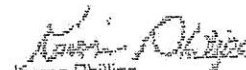
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Filed for Record in
Smith County, Texas
7/10/2017 1:06:30 PM
Fee: \$45.00
20170100026665

RESTRICTION

Deputy Veronica Arteaga

I hereby certify that this
instrument was filed and duly
recorded in the Official Public
Records of Smith County, Texas


Karen Phillips
County Clerk



3. Amending Section 3.30 of the Declaration pertaining to Fireplaces.
4. Amending Section 13.02 of the Declaration pertaining to Prior Approval of Plans and Builder/Contractor.

AMENDED DECLARATION

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Bullard Creek hereby amends the Declaration as follows:

3.03. Minimum Square Footage. The living area of each residence (exclusive of porches, patios, garage, terraces, or driveways) on each Lot shall not be less than One Thousand Eight Hundred (1,800) square feet.

3.14. Wiring of Dwelling Unit. The electrical wiring of each Dwelling Unit, at the time of the construction thereof, shall include full compliance with certain wiring instructions to be furnished by the Architectural Control Committee to the Owner.

3.30. Fireplaces. All exterior chimneys shall be enclosed with materials that must be approved by the Architectural Control Committee before commencement of construction.

13.02. Prior Approval of Plans. No building, fence, wall, sign, exterior light, or other structure or apparatus, either permanent or temporary shall be commenced, erected, placed, or maintained upon any Lot constituting a portion of the Property, nor shall any exterior addition thereto, change therein or alteration, excavation, subdivision or resubdivision thereof, including without limitation changes in or alteration of grade, landscaping, roadways, and walkways, be made until duplicate sets of the plans and specifications (showing the nature, kind, shape, height, materials, color, location, and other material attributes of the same) shall have been submitted to and approved in writing by the ACC. Such approval as to the plans and specifications shall take into consideration (i) compliance with the Covenants herein contained, and (ii) harmony of external design and location in relation to surrounding structures and topography which are now or hereafter existing or proposed, including, but not by way of limitation, as to architectural designs, setbacks, landscaping, color schemes and construction materials. At such time as the plans and specifications meet the approval of the ACC, one complete set of plans

and specifications will be retained by the ACC and the other complete set of plans and specifications will be marked "Approved" and returned to the Owner or his designated representative. If found not to be in compliance, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of items found not to be in compliance. In the event the Architectural Control Committee fails to approve or disapprove plans, specifications and location within fifteen (15) days after such have been submitted to it, approval will not be required, and such Applicant shall be deemed to have fully complied with this Article XIII. Non-exercise of the powers hereby reserved by Declarant or the Architectural Control Committee in one or more instances shall not be deemed to constitute a waiver of the right to exercise such power in other or different instances. Likewise, approval of any one set of plans and specifications shall not be deemed to constitute approval of any other or different plans and specifications. In the absence of gross negligence or willful misconduct attributable to the ACC or a member thereof, neither the ACC nor such member thereof shall be liable for the improper enforcement or failure to exercise any of the power reserved unto Declarant pursuant to this Article. In no event shall any approval obtained from the ACC pursuant to the terms of this Article, be deemed to be a representation of any nature regarding the structural safety of engineering soundness of the structure or other item for which such approval was obtained; nor shall such approval represent in any manner compliance with any building or safety codes, ordinances or regulations; nor shall such approval be construed as a representation or warranty as to any matter which is the subject of such approval.

Except as expressly amended herein, the Declaration shall remain as written and is hereby ratified and confirmed by Bullard Creek.

Signature page to follow

BULLARD CREEK RANCH ACQUISITIONS,
LLC, a Texas limited liability company

By: _____
BRAD MORRIS, Member

THE STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on the ____ day of June, 2019 by
BRAD MORRIS as Member of BULLARD CREEK RANCH ACQUISITIONS, LLC, a
Texas limited liability company.

NOTARY PUBLIC - STATE OF TEXAS

Consent and Subordination by Lienholder

BTH Bank, National Association (the "Lienholder"), as the holder of a lien on the above-referenced property, consents to the terms and provisions of the Declaration, and Lienholder subordinates its lien to the terms and provisions of the Declaration, so that a foreclosure of the lien will not extinguish the Declaration.

BTH Bank, National Association

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on the _____ day of June, 2019, by _____, as _____ of BTH Bank, National Association.

NOTARY PUBLIC, STATE OF TEXAS