

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
ASSESSMENTS, CHARGES, SERVITUDES, LIENS, RESERVATIONS, AND  
EASEMENTS (SINGLE FAMILY) – BULLARD CREEK RANCH  
(the “Declaration”)**

THE STATE OF TEXAS                    §                    KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF SMITH                    §

This Second Amendment to the above Declaration is entered into this 4<sup>th</sup> day of June, 2019, by BULLARD CREEK RANCH ACQUISITIONS, LLC, a Texas limited liability company, herein after referred to as “Bullard Creek”, upon the terms and conditions contained herein.

**RECITALS**

On July 27, 2006, recorded in Smith County Clerk’s File No. 2006-39520, Smith County Official Public Records, CRS Holdings, LLP filed above-referenced Declaration (the “Restrictive Covenants”) covering property located in Bullard Creek Ranch Addition, according to the Final Plat thereof recorded in Cabinet D, Slide 365-B and 365-C, Smith County Plat Records.

On February 13, 2014, recorded in Smith County Clerk’s File No. 201400006193, Smith County Official Public Records, Bullard Creek entered into a First Amendment to Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations, and Easements (Single Family) - Bullard Creek Ranch, which amended the Restrictive Covenants referred to above.

Section 16.02 of the above-referenced Declaration provides the Declaration may be amended or changed in whole or in part at any time by obtaining the affirmative vote of fifty-one (51%) percent of the total votes, each Owner other than Declarant having one vote per lot owned, with Declarant having three votes per lot owned.

Bullard Creek has succeeded to the rights of Declarant under the Declaration and owns the majority of the lots in the subdivision. Since Bullard Creek is entitled to three votes for each lot owned, Bullard Creek represents a voting block greater than 51% of the total votes authorized by the Declaration.

Bullard Creek is desirous of amending the Restrictive Covenants to amend the following:

1. Amending Section 3.03 of the Declaration pertaining to Minimum Square Footage.
2. Amending Section 3.14 of the Declaration pertaining to Wiring of Dwelling Unit.

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***

**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: Matt Pollard  
Title: Vice President

STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on the 4<sup>th</sup> day of June, 2019, by Matt Pollard, as Vice-President of BTH Bank, National Association.



  
NOTARY PUBLIC, STATE OF TEXAS