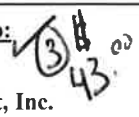


Record  
(3)

Declaration of  
**RESTRICTIVE COVENANTS**  
To  
**BELLA CHARCA, PHASE IV**  
A Subdivision of Nolanville, Bell County, Texas

Bell County Filing  
Doc # 00042778  
Document

**After Recording Return to:**   
Gary N. Freytag  
Belfair Development, Inc.  
7353 West Adams Ave.  
Temple, Texas 76502

STATE OF TEXAS       §  
COUNTY OF BELL     §

**KNOW ALL MEN BY THESE PRESENTS:**

**That Declarant, Casa Frente Development, Inc.** with offices and principal place of business in Nolanville, Bell County, Texas, are sole owners of 14.56 acres of land in Bell County, Texas, as described in field notes by **Marty Polk, R.P.L.S. 6031**, attached hereto as **Exhibit A** and incorporated herein by reference for all pertinent purposes, which contains the blocks and lots of **Bella Charca, Phase IV ("Subdivision")**, as depicted in the Subdivision Plat attached hereto as **Exhibit B**.

**That Declarant** has the right to file an amendment to these restrictive covenants, without the necessity of joinder by any other owner of lots within Subdivision, or any interest therein, for so long as Declarant owns a lot within Subdivision for development purposes, for any reason. Notwithstanding the foregoing, Declarant has the right to file an amendment to these restrictive covenants, without necessity of joinder by any lot owner or owner's within Subdivision, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, removing any contradiction in the terms hereof, or to make such additions or amendments hereto as may be necessary to qualify Subdivision for mortgage's or guaranty's by the FHA, VA, other government authorized entity or their successors.

**That Declarant, for the purpose of further assuring the orderly and uniform development of the Subdivision as a residential subdivision of good and desirable character, and in order to carry out a general plan of development for the benefit of each and every purchaser of a Lot in the Subdivision, Declarant makes and imposes the following restrictions, covenants, conditions, and limitations (collectively the "Restrictive Covenants") with reference to the use of the properties of the Subdivision, which will be covenants running with the land.**

**That Declarant** stipulates that except as otherwise noted in the "Declaration of Covenants – Bella Charca Subdivision, a subdivision to the City of Nolanville, Bell County, Texas" (the "Declaration"), or in these Restrictive Covenants (the "Covenants"), so long as there is a Class B membership (as defined in the Declaration), Declarant or the ARC will have the Authority to approve, disapprove, and enforce the Covenants. Upon the expiration of the Class B membership, the ARC will have the sole authority to disapprove and enforce the Covenants.

**SECTION A – ARCHITECTURAL REVIEW**

- 1. ARCHITECTURAL REVIEW.** The Architectural Review Committee ("ARC") will review and consider variances, approve and/or disapprove design, materials, plans and specifications as to conformance with these covenants.
  - a. Purpose.** The (ARC) will exercise its judgment in review of all proposed improvements, construction, landscaping and alterations on all property within Subdivision, for conformance and harmony with existing and surrounding structures and protection of the trees and environment.
  - b. Review.** No improvements may be erected, placed or altered on any lot, nor any landscaping performed unless complete plans, specifications, and lot plans showing exterior design, height, building material and color scheme, location of structure/s plotted horizontally and vertically, location of walks and driveways, grading and landscaping plan, fencing, and walls, must have first been submitted to and approved in writing by the (ARC). Submittal plans & Specifications, as approved, will be retained by the (ARC).
  - c. Procedure.** The (ARC) will approve or disapprove all plans and requests within fifteen (15) working days after receipt. Should the (ARC) not take action within fifteen (15) working days, approval will be presumed, and this procedure deemed fully complied with. The Chairman may act for the (ARC) on routine matters.
  - d. Records.** The (ARC) will maintain written record of all plans and requests received, and action taken.
  - e. Members.** The (ARC) will consist of not more than three (3) members. **Gary Freytag** will serve as member and Chairman and **John Blankenship** will serve as member and Vice Chairman. The Chairman, his successor or assigns, will appoint (ARC) members as needed, and has authority to remove any member (with or without cause). (ARC) members will not be compensated for services performed pursuant to this covenant.
  - f. Covenant Waivers.** The (ARC) has the authority to waive any subdivision restrictive covenant when, in the ARC's opinion such waiver does not detract from the overall quality, appearance and harmony with existing and surrounding structures or with Declarant's conceptual plan for the subdivision. When, in the (ARC's) opinion, a reduction in the living area covenant is warranted, the living area square footage of a dwelling may be reduced a maximum of 10%.
  - g. Liability.** (ARC) members will not be liable for damages to any person submitting requests for approval or to any owner (or resident) within Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such request

**SECTION B – USE RESTRICTIONS**

**1. LOT USE.** No building or structure will be erected, altered or permitted to remain on any Lot other than one single family residential dwelling not to exceed 2 stories, exclusive of basement, in height and a private enclosed attached or enclosed detached garage for no less than 2 cars. Any enclosed detached or enclosed attached garage will be constructed of permanent materials that will be the same as the residence erected on the Lot in question. No other detached structures of any kind will be allowed except as specifically approved by the Declarant or the ARC. Approval of all structures will require the written consent of Declarant or the ARC. The attached or detached garage on any Lot may not be enclosed or altered to provide additional residential dwelling space unless such enclosure complies with the ‘Garages’ Article of these Restrictive Covenants. Construction of new buildings and improvements [only] is required.

**2. IN HOME OFFICES.** No Business of any kind will be conducted in any residence with the exception of the business of Declarant and the transferees of Declarant in developing all of the Lots as provided in the “Declarant and Builder Member Business Operations” article of these Restrictive Covenants.

**3. DECLARANT & BUILDER MEMBER BUSINESS OPERATIONS.** Except as herein provided, no activity, whether for profit or not, will be carried on any Lot which is not related to single-family residential purposes. Declarant may maintain in or upon such portions of the Subdivision as Declarant determines, such facilities as, in its sole discretion, may be necessary or convenient, including, but without limitation, construction or sales offices, storage areas, model units and signs. During the construction of a residence and at the discretion of Declarant or the ARC, a Builder Member may maintain a temporary construction or sales office upon the same Lot that is under construction when the prior written consent of the Declarant or the ARC was obtained. The construction or sales office must be removed when the residence is sold or leased to a third party.

A Builder Member may not maintain a permanent model unit or show home on any Lot within the Subdivision without written ARC authority, however, this will not prevent a Builder Member from showcasing a residence on a temporary basis for the purpose of marketing and selling such residence, i.e. a ‘Parade’ home.

No professional business or commercial activity to which the general public is invited will be conducted on any Lot, except for ‘in home’ offices having specific appointment clients and only when prior written consent of the Declarant or the ARC for the ‘in home’ office was obtained, and only when the ‘in home’ activity is in harmony with the quality of the Subdivision and will protect the value, attractiveness, and desirability of the Lots in the Subdivision.

**4. DEVELOPMENT & CONSTRUCTION OFFICES.** Declarant or Builder member may temporarily move a trailer onto a Lot under construction for use as a construction or sales office during such periods of construction on such Lot. The Declarant or the ARC must first approve any trailer used for construction or sales purposes, and approve the length of time in which the trailer can remain on the Lot.

**5. REPLATING & SUBDIVIDING.** Declarant, its successors and assigns, has the exclusive right to replat or subdivide any or all of Subdivision, without prior approval from property owners within Subdivision, subsequent to the filing of these covenants. No lot or lots may be subdivided into smaller lots or parcels of land for the purpose of building thereon, sale or leasing, without approval of Declarant.

**6. BUILDING SITE.** A building site will consist of not less than one Lot, as such Lots are shown on the Subdivision Plat. Only 1 residence may be constructed per building site. A building site may be two or more adjoining Lots consolidated into one building site at the discretion of the Declarant or the ARC.

**7. DWELLING TYPE PROHIBITED.** No existing building, trailer, trailer house, mobile home, motor home, inoperative or abandoned vehicle, basement, tent, shack, garage, barn, portable building, or other outbuilding may be erected, or placed, or used as a dwelling, temporary or permanent on any Lot at any time. No building or structure of any kind, including but not limited to mobile homes or manufactured homes, may be permanently moved on to or placed on any of the Lots. Homes, under construction, may not be used as temporary dwellings. All improvements must be of new construction, from the ground up, and no house may be moved onto any Lot or portion of the Subdivision unless approved by the Declarant or the ARC.

**8. TEMPORARY STORAGE.** Temporary portable storage containers of any type, including Portable On Demand Storage (“PODS”) or similar containers, trailers, or trucks may be placed upon a Lot in conjunction with moving personal belongings to or from the premises. Such temporary placement is limited to one portable storage container, trailer, or truck for a period not to exceed 48 hours and must have prior ARC approval which will include the specific driveway placement location (generally immediately adjacent to the garage door).

**9. CLOTHES DRYING.** The exterior drying of clothes, sheets, rugs or other linens is prohibited. Clotheslines are specifically prohibited.

**10. MAINTENANCE & REPAIR.** Owner will be solely responsible for exterior maintenance upon each Lot and associated building, outbuilding, fence, swimming pool, structure, underground irrigation or water sprinkling system, or improvement which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior fence or wall surfaces and structures, exterior building surfaces (including glass, windows, light bulbs, awnings, door fixtures, and hardware), trees, shrubs and grass, outdoor lighting, walks, driveways, parking areas, and other exterior improvements. Maintenance and repair of all such areas and items will be the sole responsibility of the individual Owner, unless the Association, in the Association’s sole discretion and in accordance with the provisions of the Declaration, deems that maintenance, repair or care of other items or areas by the Association or its representative would be in the best interest of the Association and the Subdivision. In the event that the need for maintenance or repair is caused through the willful or negligent act or inaction of the Owner, his family, or guests, invitees, or tenants, the cost of such maintenance or repairs will be added to and become a part of the assessment to which such Lot is subject in

accordance with the provisions of the Declaration. The Association or its representative has the right to enter a Lot for the purpose of performing its duties hereunder. Each Owner will, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

**11. ALCOHOL CONSUMPTION.** During construction of any residence, no alcohol may be brought into the Subdivision and consumed by the Builder Member or his workers, subcontractors or suppliers.

**12. PARKING.** All overnight parking (including extended periods during the day) of resident and guest vehicles must be in driveways or garages. Regular resident parking of commercial vehicles (vehicles with signs advertising a product or service) is permitted only in garages.

**No lot or street of Subdivision may be used for parking or storage, temporary or otherwise, of any junked vehicle, abandoned or inoperable vehicle, trailer or boat, or any part thereof. A boat and boat trailer may be stored in the rear yard when screened from public view. Repair and maintenance (other than washing) is permitted only when performed inside garages.**

**13. VEHICLES, RESTRICTED.** Vehicles with tonnage exceeding three-fourths (3/4) ton, campers, mobile homes, motor homes, boats or trailers are not permitted to be parked overnight or for extended periods during the day in, on or about the streets of Subdivision, or be parked in, on or about the front or side yards of any lot therein. When such vehicles are parked in the rear yard they must be screened from adjacent lots and public view.

**14. HAZARDOUS CARGO.** No motor vehicle, trailer or container of any type or size that normally (or occasionally) transports hazardous, flammable, explosive or poisonous cargo is allowed in, on or about any part of Subdivision at any time. Pest control vehicles are permitted in Subdivision for residence service visits only and may **NOT** remain overnight or for extended periods during the day unless parked inside a locked garage.

**15. ANIMALS & PETS.** No animals, livestock, poultry, or Exotic or Dangerous Animal (as defined below) of any type may be raised, bred or kept on any Lot within the Subdivision, except for cats, dogs, or other generally recognized household pets (collectively "Pets"). An "Exotic or Dangerous Animal" is an animal that may pose a safety or health threat to the Owners of the Subdivision, their guests, invitees, or tenants, and includes the (a) dog breeds of pit bull and rottweiler, regardless of whether the animal is purebred, a mixed breed, or registered with the AKC or similar registration organization; (b) poisonous insects, amphibians, or reptiles; (c) boa constrictors and other constrictor reptiles; (d) animals considered "feral" or wild by nature except guinea pigs, hamsters, and gerbils; (e) ferrets, and (f) alligators. Additional breeds of animals may be added to the definition of Exotic or Dangerous Animal from time to time, as determined necessary by the Declarant or Association Board, in their sole discretion, and the Rules and Regulations will be amended to include such breed of animal.

No more than 4 Pets (in any combination, but in no event will the combination include more than 2 dogs and 2 cats) may be kept on a Lot. No Pet may be bred, kept, or maintained for any commercial purpose on a Lot. The ARC may grant authority to keep, maintain, or shelter more than the allowed number of Pets on a Lot, when the ARC, pursuant to receipt of a written application, determines that such applicant has adequate shelter for, and is capable of keeping or maintaining the pets without posing a nuisance to other Owners. The ARC may elect to terminate this authority if its terms or other provisions of the animals and pets covenant are not complied with.

All Pets must be kept in strict accordance with all local and state laws and ordinances (including leash laws), and in accordance with all rules established by Declarant or the Bella Charca Property Owners' Association, Inc. (the "Association"). All Pets must be vaccinated in accordance with local custom and laws. Each Pet must wear a tag provided by a licensed veterinary to evidence the up-to-date rabies vaccination. All Pets must be kept indoors, in a fenced area on the Owner's Lot (fenced with materials as required by the Fences article of these Covenants, or by electronic animal control device), or on a leash. It will be the responsibility of the owner of the Pet to prevent the animals from running loose or becoming offensive or a nuisance to other Owners of the Subdivision, their guests, invitees, or tenants. Offensive barking or howling is considered an "offensive activity" and is not permitted. It is the responsibility of the owner of a Pet to clean up after their Pet when in the Common area or on the private property of others. Pets are not permitted in any Common Area except on a leash.

The Declarant, ARC, or the Association, may notify the Owner, in writing, of any offensive activity or other violation of this covenant and the steps required by Owner to correct the violation. If the Owner does not correct the violation and the violation continues; or if any Pet endangers the health of an Owner, his guests, invitees, or tenants, or creates a nuisance or an unreasonable disturbance, or is not a common household pet, as may be determined by Declarant or the Association, in the Declarant or the Board's sole discretion, the Pet must be permanently removed from the Subdivision upon 7 days' written notice by Declarant, ARC or the Board to the offending Owner. Declarant and the Board may exercise all of its remedies allowed under the Restrictive Covenants, the Declaration or by law to have the Pet or animal permanently removed from the Subdivision. If the offending Owner does not correct a violation and the violation continues, or does not remove the Pet or animal upon written request made by Declarant or the Board, the offending Owner will be in violation of the Covenants of the Restrictive Covenants and/or the Declaration and subject to any Fine imposed by the Association in accordance with the Declaration.

For purposes of this Covenant, a dog, pet, or animal that creates a nuisance shall mean, but not be limited to, one that:

- a Molests passersby or passing vehicles;
- b Attacks other animals or persons without provocation;
- c Is unlicensed or is not vaccinated as required by the Restrictive Covenants;

- d Is repeatedly at large;
- e Turns over garbage cans;
- f Barks, whines, or howls in an excessive, loud, continuous, or untimely fashion, so as to unreasonably disturb persons; or
- g Whose owner fails to appropriately dispose of its feces, including from the pet owner’s property when odor becomes offensive to others.

**16. GARBAGE & RUBBISH.** Garbage, Trash, Rubbish, or other waste materials must be kept only in containers authorized by the City. Containers must be kept clean and sanitary, and must be stored away from view from the streets of the Subdivision except on "collection day" and will not be placed for collection more than 12 hours prior to the scheduled collection time, after which they must be promptly returned to their storage location within 12 hours of collection.

**17. BURNING & FIRES.** Burning prior to and during construction must have prior authorization of the Declarant or ARC and must such burning and fires must be in compliance with local, county and state regulations. After completion of the original improvements, no burning is allowed, except in fireplaces designed for such use.

**18. SIGNS AND POSTERS.** No sign, poster, notice, advertisement, or billboard of any kind or make will be displayed to public view on a Lot or Common Area without the prior written consent and approval of the Declarant or the ARC, except customary name and address signs; professionally prepared safety signs not to exceed six inches by eight inches in size; and professionally prepared lawn signs not to exceed five square feet in size advertising a property for sale or rent. The ARC may approve in writing, exceptions to the size of Builder lawn signs. A safety sign is defined as (a) “No Trespassing” signs placed on fencing of a Lot; (b) home security system warning signs; or (c) “Beware of Dog” signs. No “bandit” signs of any kind may be placed on the Property or in the rights-of-way.

Declarant or the ARC will have the right to remove any sign, billboard, or other advertising structure that does not comply with the above paragraph and in so doing will not be subject to any liability for trespass or any other liability in connection with such removal.

**19. MAIL SERVICE.** U.S. Mail delivery will be deposited in curbside dual and single mailboxes as specified by Declarant, except mail to the following lots will be delivered to the Bent Tree Drive postal station: Lot 14, Block 13, Lot 17, Block 18, and Lot 9, Block 19. In the event the U.S. Postal Service mandates a different method of mail delivery, the ARC shall have full authority to negotiate type and style for the subdivision or portions thereof.

**20. NOXIOUS OR OFFENSIVE ACTIVITIES.** No noxious or offensive activity of any sort which will unreasonably disturb the quiet enjoyment of the Owners and their guests, invitees, and tenants, will be permitted nor will anything be done on any Lot that may be or become an annoyance or a nuisance to the neighborhood.

**21. FIREARMS, FIREWORKS, HUNTING, & TRAPPING.** No firearms (including air rifles) or fireworks of any kind or make may be discharged in the Subdivision nor will there be any hunting or trapping within the Subdivision.

**22. ACTIVITY AFFECTING INSURANCE RATES.** Nothing will be done or kept on a Lot that would increase the rate of insurance relating thereto, and no Lot owner (individually “Owner” or collectively “Owners”) will permit anything to be done or kept on his Lot which would result in the cancellation of insurance on any residence, or which would be in violation of any law.

### SECTION C – CONSTRUCTION RESTRICTIONS

**1. LIVING AREA.** Any residence constructed upon a Lot must contain a total conditioned “minimum living area” square feet of not less than the amount stipulated in the “Minimum Areas” article of these Restrictive Covenants, except as may be authorized by the (ARC). The ARC may authorize a reduction of up to 10% of the minimum living area requirement for a Lot.

- a. **The conditioned living area restriction** applies to the lots, or any consolidation thereof and excludes basements, garages (attached or detached), breezeways, porches, patios, decks, and balconies, whether enclosed or not. The bottom or ground floor of a two-story residence must be a minimum of 70% of the required minimum living area of the dwelling.
- b. **Detached garages or other out buildings** are permitted provided the main building conforms to the area square footage as herein required and out building exterior finishes are the same (and same proportion) as the main residential building.

**2. EXTERIOR WALL MASONRY.** Dwelling’s must have first floor exterior masonry veneer coverage of not less than the amount stipulated in the “Minimum Areas” article of these Restrictive Covenants, except as may be authorized by the ARC. The front wall area of each building (residence or outbuilding) constructed on a Lot will be not less than 100% unless otherwise approved in writing by the ARC. Masonry veneer includes Brick, Stone or Stucco (or any combination thereof). Fiber cement siding qualifies as masonry veneer only when specifically approved in writing by the ARC. When computing masonry coverage, windows, and doors, in exterior masonry walls, are counted as masonry veneer. Notwithstanding the foregoing,, unless otherwise approved in writing by the ARC, for each building constructed on a Lot in Block 13 (adjacent to a future park and greenbelt), the wall area of such buildings facing the future park/green space, will be 100% masonry, except walls within covered patio’s may be of non-masonry materials. Aluminum and vinyl siding is not allowed.

**3. MINIMUM AREAS.** Residences, or dwelling units, within Subdivision must contain minimum areas as defined by the articles on “Living Area” and “Exterior Wall Masonry,” as set forth for each lot in the following table:

Block	Lots	Minimum Living Area	Minimum Masonry Coverage <a>
All	All	2,100 Square Feet	75% (Front Walls 100%)
Exterior First Floor Walls, adjacent to & facing side streets must be 100%. Masonry Coverage is calculated excluding windows & doors. Rear First Floor Walls Must be 100% Masonry, except walls within covered patios may be non-masonry.			

**4. ROOFS & ROOFING MATERIALS.** No roof on any dwelling, attached or detached garage, or outbuilding constructed on a Lot will have less than a 7/12 roof pitch. Unless otherwise approved in writing by the Declarant or the ARC, all roofs will be constructed or covered with at least a 30-year composition dimensional-cut or Timberline style shingles (meaning having a manufacturer's warranty of at least 30 years) with the approximate color of muted brown or gray, as approved by the Declarant or ARC. Wood shake or wood shingle roofing materials are not permitted. Preferred vent pipe and flue locations are behind the front roof ridge.

**5. CHIMNEYS.** Fireplace chimneys must be constructed of (a) brick, stone or stucco to match the residence or (b) constructed with fiber-cement siding (and trims) and painted to match the exterior paint of the residence. The Declarant or the ARC must approve the construction and materials of a chimney prior to construction.

**6. AIR CONDITIONING EQUIPMENT.** Unless adequately screened from public view, no air conditioning apparatus will be installed on the ground in front of a residence or on the roof of any residence or outbuilding. No window air conditioning apparatus or evaporative cooler will be attached to any front wall or front window of a residence or at any location where such would be visible from any street.

**7. GARAGES.** Any permanent garage that may be erected upon a property must be constructed of permanent materials of the same type as that used for construction of the residence on that Lot. Garages may be detached or attached to the residence or to breezeways or covered porches attached to the residence. Garages must have operable doors to facilitate vehicular parking inside. Garage doors are to be sectional and roll-up in design. The garage door exterior must be painted or stained to harmonize with the residence and other residences within the Subdivision, and shall at no time, contain "garage door art" of any type or kind, whether painted or applied.

**8. GARAGE CONVERSION.** Enclosure or conversion of a garage, or portion thereof, to living, storage, or other use is permitted only if upon completion, the residence is served by garage space compliant with all covenants. Driveway material to the enclosed converted space must be replaced with landscaping. Garage conversion plans, whether attached or detached, must receive prior Declarant or ARC approval. Converting a garage, or a portion thereof, to temporary or permanent pet space through partial or full wall enclosure (screened or otherwise) of the garage door opening is not permitted.

**9. DRIVEWAYS.** No driveways will be constructed without provisions for drainage of surface water along the designated right of way, nor without concrete or brick paving being installed between the street or road paving and the garage slab. No building will be constructed on any Lot until provisions have been made for drainage of surface water to off-site areas which minimize draining across adjacent property and/or Lots; drainage shall be into the street or road area or into natural drainage areas wherever possible. Driveways must be constructed of concrete or brick materials. No asphalt, dirt, gravel or road base driveways will be permitted from the street to the garage slab.

**10. EXTERIOR LIGHTS.** No exterior lighting of any sort will be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (except reasonable landscape lighting that has the approval of the Declarant or the ARC. No exterior speakers, horns, whistles, bells or other sound devices (except security devices used excessively to protect the Lot and the improvements located thereon) will be placed or used upon any Lot without approval of the Declarant or the ARC. Telephones will be allowed outdoors.

**11. PATIO COVERS.** Manufactured, add-on patio covers may not be constructed on any Lot. Any patio cover, not included in the initial residence construction or approved construction plans, must be approved by the Declarant or the ARC.

**12. BUILDING SETBACK.** All buildings or any part thereof, such as porches, landings, etc., must be set back from property lines according to the following table. On a case-by-case basis, the ARC may authorize lesser setbacks to avoid hardship including loss of existing trees, terrain challenges, and overall site plan requirements. Requests for setbacks less than the minimum building setback line ("BSL") shown on the recorded plat must first be approved by the City of Nolanville. When consolidating two or more adjoining lots into one building site, setbacks are to be measured from the resulting site boundary lines rather than from each lot line on the Subdivision Plat.

Minimum Building Setback Line	Minimum Setback
Front	25'
Side	5'
Side Street	15'
Rear	10'

**13. STORAGE AND OUT BUILDINGS.** Storage and outbuildings must be new construction, from the ground up. Any outbuilding or storage building constructed on a Lot within the Subdivision must be of the type, design, and material matching the residence, and approved by the ARC prior to construction and must comply with all applicable city or county codes. No portable building, i.e. metal or plastic storage building or 'Morgan building' may be moved onto any Lot within Subdivision.

**14. FENCES.** All rear yards must be fenced. Initial fence construction must be complete, prior to Owner occupancy, as set forth in article and the table below. All New or replacement fences must receive ARC approval prior to construction.

- a. **Front Fences** are fences that face the front yard and are generally located between the dwelling or garage and a side property line.
- b. **Divider Fences** are fences located parallel to and on or near a side or rear property line common with two or more lots.
- c. **Side Street Fences** are fences located generally parallel to a side street.

- d. **Street Facing Fences** are fences that are directly visible from a street or side-street and are not Divider Fences.
- e. **Fence construction** must be of Western Red Cedar with galvanized steel posts and may not exceed 6'-0" in height, except as stipulated in the table below.
- f. **Fence Pickets**, on fences facing streets or common areas, must be constructed on the street side of the fence frame. Pickets will not be located directly on the ground, but will be constructed on a board (commonly called a 'rot board') of the same thickness lying parallel to the ground. The top of wooden fence pickets, visible from a street, will be topped and framed on both sides by a nominal 1" board, commonly referred to as a fence cap.
- g. **Intersecting Fences of differing heights.** Unless otherwise approved by the Declarant or the ARC, no two fence segments of different heights will meet without a transition at the rate of 4'/12'.
- h. **Chain link fences** are prohibited except for use in the construction of a fenced-in area or dog run located within the privacy fenced rear yard of an Owner and provided that the chain link fence is not visible from a street or roadway.
- i. **Fence Easement.** Drainage Easements, created by these Restrictive Covenants, are hereby also designated as a Fence Easement, to the extent necessary to permit yard fences to connect with other yard fences. Lot Owner's may not prohibit adjacent Lot Owner's from connecting to a fence.
- j. **Fence Maintenance.** Each owner will be responsible for the maintenance, repair, re-staining, replacement, and upkeep of their fence. Damaged or deteriorated fences must be promptly repaired or replaced. The expense for repair or replacement of divider fences is to be shared equally by the respective property owners, to the extent they share fencing on a common property line.
- k. **Fence Staining.** All 'street-facing' wood privacy fences must be stained immediately upon installation of the fence. Fence stain shall be cedar in color, equal to or comparable with Flood brand "CWF-UV Oil", PPG brand "Sun-Proof Solid Stain," or alternate as authorized by the ARC.

Fence	Required Location & Requirements
Front	Generally located at the mid-point between houses and in-line with adjoining fences.
Side Street	5' inside the side-street property line for all corner lots.
Divider & Rear	Property Line
Rear of Lots 15 & 16 in Block 13	Property Line: <ul style="list-style-type: none"> <li>• Constructed of wrought iron or powder coated aluminum square tubing (that resembles wrought iron), 4' maximum height with one gate and of the style and design stipulated by the Declarant.</li> <li>• Divider Fences must taper to the connection with the rear property line fence at the rate of 4'/12'.</li> </ul>

**15. TREES, LANDSCAPING and YARDS.** Planting of trees, grass and landscaping must be completed immediately after final yard grading and installation of topsoil, but in no event later than 30 days after completion of the residence. Front and side yards (from street curbs to fences) must be 80 % grass sod and 20% tree or landscape beds. Any lawn will include the unpaved area (public right-of-way) between the lot line and the curb of any street or roadway adjacent to such lot. Yards and Landscaping must be mowed, edged, and trimmed regularly and must be kept free of weeds, leaves, and overgrowth at all times. When construction of the residence is completed at a time of year when seasonal or other conditions make installation of the sod, grass, trees, shrubbery, or other landscaping improvements impossible or impractical, the Builder Member and /or Owner will enter into a separate written Agreement with the ARC or the Association, in a form or substance required by the ARC or the Association, extending the date for installation of the lawn or landscaping and establishing a date by which such lawn and landscaping will be installed. No yard grass, visible from a street, may be installed by a method of seeding, sprigging, or hydro mulching. Owners may enter into a voluntary agreement for joint lawn maintenance of all or any part of the lawn; however, lawn maintenance will remain the ultimate responsibility of each Owner. Builder Members will be responsible for maintaining a healthy lawn until the residence is sold and title is transferred to a third party. No vegetables will be grown in any yard where visible from a street.

Trees must be planted as set forth in the following table, to create a "tree-lined" streetscape. The (ARC) may waive this requirement when existing trees or other conditions satisfy this objective:

In the event of default of the Owner or occupant of any Lot in maintaining trees, landscaping, as required above and in a sanitary, healthful and attractive manner, and such default continues after written notice thereof in accordance with the Declaration, the Declarant, the ARC, or, if applicable, the Association (or its assignee) will, without liability to the Owner or occupant in trespass or otherwise, be allowed to enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed any garbage, trash or rubbish or do any other thing necessary to secure compliance with this article, or any other article of these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of any Lot to pay such statement immediately upon receipt thereof. If payment is not made to the Association in accordance with the written notice, the Association may seek all remedies available to it through the Declaration and by law.

Yard	Yard Location	Quantity	Species (3" caliper (minimum))
Front	10' inside front property line between driveway & opposite property line	2	Live Oak, Chinquapin Oak, Red Oak, Post Oak, Bradford Pear, Bald Cypress, Native Cedar Elm, or other species as may be approved by the ARC from time-to time.
Side Street	Spaced equally on the property line	2	

**16. TREE REMOVAL.** Removal of trees in excess of 2 inches in diameter or more than 6 feet in height is prohibited without the written permission of the Declarant or the ARC, with the exception of those trees located within the footprint of the residence, garage, walks, drives, and patios, and on an adjacent 3 foot perimeter to the footprint. Softwood and native cedar trees of any size may be removed without approval.

**17. TREE HOUSES.** No tree houses may be constructed in any tree on any Lot.

**18. SITE LINE OBSTRUCTIONS AT CORNER LOTS.** No fence, wall hedge or shrub planting which obstructs site lines at elevations between two and six feet above the roadway may be placed or permitted to remain on any corner lot within the triangular area formed by the street line and a line connecting them at points twenty-five feet (25') from the intersections of the street line, or in the case of a rounded property corner from the intersection of the street lines extended. The same site line limitation will apply to any lot within ten feet (10') of the intersection of a street with the edge of a driveway or alley pavement. No trees are permitted within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site line.

**19. IRRIGATION SYSTEMS.** Automatic underground lawn and landscape irrigation or sprinkling systems for the purpose of providing sufficient water to preserve and maintain landscaping in a healthy and attractive condition are required. All such systems must be approved by the Declarant or the ARC and must be installed by a licensed irrigator. Initial installation of the irrigation or water sprinkling system must be completed immediately after final yard grading and installation of topsoil, subject to permitted delays detailed in the "Trees, Landscaping, and Yards" article of these Covenants. Each Owner will be responsible for the maintenance, repair, replacement, and upkeep of their landscape irrigation or water sprinkling system.

**20. RETAINING WALLS.** Any retaining wall constructed as a part of the Lot's landscaping must be constructed of masonry materials approved by the Declarant or ARC. Railroad ties may not be used in any retaining wall or other form of landscaping.

**21. FLAGPOLES & FLAGS.** Each Lot (or dwelling site) is limited to one flagpole and one flag. Flagpoles may be attached to a dwelling or freestanding and must be constructed of permanent, long-lasting materials harmonious with the dwelling. Ground-mounted poles may not exceed 20' in height and flags may not exceed 3' x 5'. Permitted flags include the flag of the United States of America, the flag of the State of Texas, and an official or replica flag of any branch of the United States armed forces, or any flag with prior approval of the ARC. External flag halyards must be secured so as not to produce noise offensive to nearby lots. Lights to illuminate flags must not develop excessive glare to nearby streets or lots. The location of flagpoles must be approved prior to installation by the Declarant or ARC. Additional approved flags may be flown from temporary poles during Bella Charca Property Owners' Association sanctioned flag flying events.

**22. RECREATIONAL STRUCTURES & SWIMMING POOLS.** No swimming pool, tennis court, or other outdoor recreational structure will be installed or constructed on any Lot without prior approval of the Declarant or the ARC. No above ground swimming pool will be installed or constructed on any Lot.

**23. ATHLETIC, RECREATIONAL, and PLAY FACILITIES.** Playground equipment including basketball goals, swings, slides, playhouses, sandboxes, or any other sporting or play equipment (permanent or temporary) may not be attached to a house or located in yard when visible from a street. Playground equipment, gazebo's, or other structure's that exceed the height of a fence line and is visible from a street or adjoining Lot may be installed and maintained by the Owner, with the prior written approval of the Declarant or ARC, so long as such swing, playground equipment, gazebo, or other structure is well maintained and is not offensive to neighboring Lots and Owners. In the event the Declarant or the ARC deems such structure to be offensive or poorly maintained, Owner will remove such structure within 10 days of written notice from the Declarant or ARC. Portable, free-standing equipment may not be left in the front yard, unfenced side yard, or street over-night or for extended periods of the day.

**24. REBUILDING, REPLACEMENT OR REMODELING.** All restrictive covenants and conditions apply and govern all future rebuilding, replacement, remodeling, or additions, including total or partial destruction of any existing dwelling, detached garage, outbuilding, covered structure, fence. If all or any portion of a residence, detached garage, or outbuilding is damaged or destroyed by fire or other casualty, it will be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction must be undertaken within 3 months after the damage occurs, and must be completed within 9 months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners. The ARC will approve all plans for repair or reconstruction.

**25. EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown and provided for on the recorded plat for the Subdivision and no structure (except approved fences, irrigation or water sprinkling systems, and driveways) may be erected upon any of said easements. Within these easements, no structure, planting, or other material may be placed or permitted to remain which may damage or interfere with installation or maintenance of utilities, or which may alter, obstruct or retard drainage flow within the easements. The easement area of each lot and all improvements in it must be maintained continuously by the owner of the lot, except for those improvements for which a public authority, home owner's

association or utility company is responsible. Fencing across easements is permitted provided that when such fences are constructed they may not impede the flow of storm water drainage.

**There are hereby created (2'-6") wide drainage easements for drainage and divider fence connection purposes, on both sides of each side and rear lot property line of each and every lot in Subdivision.**

**26. ANTENNA'S.** Radio, Television or other receiving or transmitting antenna, satellite dish, or apparatus ("Receiving Device") installations are not permitted to be visible from a street or common area unless it is impossible to otherwise receive such signals. In the event a street visible installation location is approved, screening may be required. Installation of all such devices must comply fully with Article VII of the Bella Charca Subdivision Declaration and must receive approval prior to installation from the Declarant or the ARC. Antenna installations must be made in a neat and professional manner.

**27. PROTECTION OF PROPERTY.** During the construction of any improvements to a Lot the Owner and Builder Member will take all reasonable precautions as specified by the Declarant or the ARC to prevent erosion of soil onto adjoining property, or into the street or drainage structures of the Subdivision. Such precautions include but are not limited to, the installation of silt barriers, and compliance with all 'Home Construction Requirements' established by the Declarant, ARC, or Association.

**28. CONSTRUCTION MATERIALS STORAGE & DUMPING.** During construction of a residence, detached garage or outbuilding, the Builder Member and/or Owner:

- a. Will keep the Lot clean and clear of unused building materials, rubbish, trash, garbage, or other waste material
- b. Will make arrangements to have the construction debris removed from the Property within a reasonable period of time.
- c. Will not store building materials or dump unused building materials, dirt spoils, construction debris, rubbish, trash, garbage, or other waste material on any Lot within the subdivision.
- d. Will not store on Owner's Lot quantities of building materials in excess of the building materials customarily used by a Builder or Owner for its particular building or home improvement project.

**29. WATER & WASTEWATER.** All the lots in the Subdivision are served by public water and wastewater. No onsite wastewater disposal systems will be permitted.

**30. FUEL TANKS.** No fuel tank or similar storage facility will be installed or maintained on any Lot unless constructed as an integral part of the main structure or installed underground and approved by the Declarant or the ARC.

#### **SECTION D – ADDITIONAL PROVISIONS**

**1. BELLA CHARCA PROPERTY OWNERS' ASSOCIATION, INC.** These Restrictive Covenants are, in part, an amendment to the Declaration filed in **Volume 5319, Page 444**, of the Official Public Records of Real Property of Bell County, Texas pursuant to Article XIX, 'Amendment and Annexation' of the Declaration.

- a. The Subdivision is annexed as a part of the Bella Charca Property Owners' Association, Inc. ("Association") and is subject to all terms, conditions, and provisions of the Declaration and all governing documents of the Association. By its signature below, Declarant under the Declaration has approved and consented to the annexation of the Subdivision into the Association.
- b. Every record Owner of a Lot located in the Subdivision will be a member of the Association and will be subject to all of the terms, conditions and provisions of the Declaration and governing documents of the Association including but not limited to the payment of any annual, membership and special assessment, member charge, and fines and late fees assessed by the Association upon a Lot within the Subdivision.

**2. PARKS AND COMMON AREA USE.** The Subdivision will contain Common Areas, as defined in the Declaration or any conveyance document to the Association. The Park areas (the "Park") of the Common Areas will for the use and benefit of the Owners and their guests, invitees, and tenants. Each Owner and their guest, invitees, and tenants must abide by the Restrictive Covenants relating to the use of the Park or Common Area and by any Rules and Regulations established by the Association from time to time.

**3. PARKS HOURS & RESTRICTIONS.** The Park will be available for use from dawn to dusk, or as posted by the Association. Use of the Park outside of the posted hours must be approved by the Association, in writing and in advance of such use. No alcohol may be brought into a Common Area. No motorcycles or motorized vehicles may be brought into a Common Area except on paved streets, parking lots and trails designed and authorized for such motorized vehicular use. The lakes within Common Areas may not be used for any kind of fishing, swimming, or boat craft, except when organized, sanctioned or conducted as an official Association event.

All gatherings or celebrations of any kind, including but not limited to family reunions, birthday parties, or other gatherings of more than the Owner and his/her immediate family, held within a Common Area must have the prior written approval of the Association.

**4. OIL OR MINING OPERATIONS.** No oil or natural gas drilling, oil or natural gas development operations, oil refining, quarrying or mining operations of any kind will be permitted, upon or in any Lot or Common Area, nor will oil wells, tanks, or mineral excavations be permitted upon any Lot, unless such oil or natural gas development operations, quarrying, or mining operations does not disturb the surface of any Lot or Common Area or is visible from the surface of any Lot or Common Area. No derrick or other structure designated for use in boring for oil or natural gas will be erected, maintained, or permitted on any Lot or Common Area. No tank for the storage of oil or other fluids may be maintained on any of the Lots or Common Area above the surface of the ground. Regardless of any language in this paragraph to the contrary, Declarant may, at an time, designate a well drilling location in the Common Area or Lot or other property owned by Declarant or Declarant's assigns for the specific purpose of



designating a well drilling location, or natural gas drilling or oil or natural gas development operations of any kind within such designated site on the Common Area or Lot or other property owned by Declarant or Declarant's assigns for the specific purpose of designating a well drilling location.

**5. CITY and COUNTY REGULATIONS.** These Restrictive Covenants are minimum requirements. City zoning, building and other regulations (lawfully in force or hereafter adopted), may impose more restrictive limitations on Subdivision activities and property use.

**6. COVENANT ENFORCEMENT.** Enforcement of Subdivision Restrictive Covenants is to be by proceedings at law or in equity, against any person or persons violating or attempting to violate any covenants, conditions, restrictions, or limitations, to restrain violation and/or recover damages. The (ARC) is authorized (but not required) to bring action to enforce compliance with these covenants, for the benefit of Subdivision property owners.

**7. WORDS DEFINED.** All words defined under Article II of the Declaration and used in these Restrictive Covenants will have the same meaning as defined in the Declaration.

**8. TERM OF COVENANTS.** These Restrictive Covenants, set forth above, and each of them, will be covenants running with the title of the Subdivision and every part thereof, and every subdivision thereof, until thirty (20) years after the filing date of these covenants, and after which time the Restrictive Covenants will be automatically extend for successive ten (10) year periods thereafter unless an instrument signed by a majority of the then land owners of the Subdivision may change the Restrictive Covenants in whole or in part. Such modifications may not increase or impose more restrictive covenants on vacant Lots without respective vacant Lot owners consent.

**9. INVALIDATION.** Invalidation of any one or more of these covenants, restrictions, conditions and limitations by change in the Texas Property Code, judgment, or court order, will in no way effect any of the other provisions hereof, which will remain and continue in full force and effect.

EXECUTED this 27 day of September, 2013.

**DECLARANT**

**CASA FRENTE DEVELOPMENT, INC.**  
  
By: \_\_\_\_\_  
**JOHN BLANKENSHIP, PRESIDENT**

**THE STATE OF TEXAS  
COUNTY OF BELL**

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **John Blankenship, President, Casa Frente Development, Inc.**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of September 2013.

  
Notary Public in and for Bell County, Texas



Bell County  
Shelley Coston  
County Clerk  
Belton, Texas 76513



70 2013 00042778

Instrument Number: 2013-00042778

Recorded On: September 30, 2013  
As Recordings

Parties: BELLA CHARCA PHASE IV  
To EX PARTE

Billable Pages: 9  
Number of Pages: 10

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Recordings	43.00
<b>Total Recording:</b>	<b>43.00</b>

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2013-00042778  
Receipt Number: 185016  
Recorded Date/Time: September 30, 2013 12:02:18P

**Record and Return To:**

BELFAIR DEVELOPMENT INC  
7353 WEST ADAMS AVE  
TEMPLE TX 76502

User / Station: L Mulcahy - Cash Station 2

I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas



Shelley Coston  
Bell County Clerk