

RESTRICTIVE COVENANTS  
OF BELLA CHARCA SUBDIVISION,  
A SUBDIVISION TO THE CITY OF NOLANVILLE,  
BELL COUNTY, TEXAS

BARE LAND DEVELOPMENT, INC., a Texas corporation ("Declarant"), is the owner of that certain tract of land situated in Bell County, Texas, more particularly described by metes and bounds in an exhibit entitled "Legal Description" attached to these Restrictive Covenants, and designated as BELLA CHARCA SUBDIVISION, a subdivision to the City of Nolanville, Bell County, Texas (sometimes referred to as the "Subdivision"). Declarant does hereby adopt the map and final plat of BELLA CHARCA SUBDIVISION, a subdivision to the City of Nolanville, Bell County, Texas, said map and plat being recorded in the Plat Records of Bell County, Texas.

The Subdivision will contain those Lots and blocks described in "Legal Description" attached hereto and expressly made a part hereof for all purposes.

Declarant does hereby dedicate to the City of Nolanville, Bell County Texas and to the public use and for public purposes the streets, avenues, roadways and alleys shown on said plat and that the said Declarant does hereby agree that all future sales and conveyances of said property shall be by reference to the said final plat and dedication.

Declarant does further give, grant, and convey the easements as shown on the said plat for the installation of public utilities, including but not limited to electric power, water, sewer, gas and telephone and reference is hereby made to such plat for the location of such easements. All drainage easements shown on said plat are being specifically dedicated, along with the right of maintenance, repair, and replacement in all easements, including the right of ingress and egress thereto for the purpose of erecting, maintaining and repairing said utility lines and drainage structures.

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.

Except as otherwise noted in the "Declaration of Covenants, Conditions and Restrictive Covenants – Bella Charca Subdivision, a subdivision to the City of Nolanville, Bell County, Texas" (the "Declaration") to be recorded in the Official Public Records of Real Property of Bell County, Texas, or in these Restrictive Covenants, so long as there is a Class B membership (as defined in the Declaration), Declarant or the ARC will have the authority to

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approve, disapprove and enforce the Restrictive Covenants. Upon the expiration of the Class B membership, the ARC will have the sole authority to approve, disapprove and enforce the Restrictive Covenants.

ARTICLE I  
Single Family Residential Construction

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.

ARTICLE II  
Use Restrictions

The Subdivision will be occupied and used only as follows:

1. 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 Section 9 below and "in home" offices as provided in Article II, Section 2 below.

2. 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. No noxious or offensive activity of any sort will be permitted nor will anything be done on any Lot that may be or become an annoyance or a nuisance to the neighborhood. 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, 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

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harmony with the quality of the Subdivision and will protect the value, attractiveness, and desirability of the Lots in the Subdivision.

3. No sign, notice, advertisement or billboard of any kind or make will be displayed to public view on a Lot 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 6 inches by eight inches in size; and professionally prepared lawn signs not to exceed 5 square feet in size advertising a property for sale or rent. 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.

4. 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.

5. No activities shall be permitted which will unreasonably disturb the quiet enjoyment of the Owners and their guests, invitees, and tenants.

6. 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. 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. 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 with the Subdivision.

7. 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, rottweiler, and doberman pincher, 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

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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 Board, in the Board's 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.

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 should 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 paragraph 7 below or by an 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 or occupants. Offensive barking or howling is considered an "offensive activity" and is not permitted. It will be the responsibility of the owner of the Pet to clean up after their Pet when in the Common Area or on the private property of others.

No Pets will be permitted in the Common Area except on a leash.

Declarant 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 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.

8. No rubbish, trash, garbage, or other waste material may be kept or permitted on any Lot, except in sanitary containers located in appropriate areas concealed from public view. Rubbish, trash, garbage or other waste material will not be placed for collection more than 12 hours prior to the scheduled collection time. Any trash containers must be removed and returned to their place of storage within 12 hours of collection.

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During construction of the home, the Builder Member will keep the Lot clean and clear of unused building materials, rubbish, trash, garbage, or other waste material. The Builder Member will make arrangements to have the construction debris removed from the Property within a reasonable period of time.

No Owner or Builder Member may dump unused building materials, construction debris, rubbish, trash, garbage, or other waste material on any Lot within the Subdivision.

9. No Owner may store on his/her Lot quantities of building materials in excess of the building materials customarily used by an Owner for its particular home improvement project.

10. No effluent from any septic tank or other sewage discharge should be discharged onto any Lot in the Subdivision. No cesspools will be permitted, ~~but every structure will be served by a septic tank system designed and submitted by a licensed engineer or a licensed sanitarian approved by the Declarant or the ARC, and built in accordance with the requirements of Bell County sanitation standards and all other applicable ordinances and/or standards.~~ All building plans submitted to the ARC for approval must include sewage layout.

This provision will not prevent the Builder Member from providing its workers and subcontractors with a sanitary facility or port-a-let during the construction of a residence.

11. No structure of a temporary character, trailer, mobile home, motor home, inoperative or abandoned vehicle, basement, tent, shack, garage, barn or other outbuilding may be erected or placed or used on any Lot at any time as a residence.

12. 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.

13. Declarant or a 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.

14. No shrub or tree planting which obstructs sight lines at elevations between two and six feet above the roadway may be planted or permitted to remain on any corner Lot within the triangular area formed by the curb lines of such intersecting streets and a line connecting such curb line at points 25 feet from their intersection, or, in the case of a rounded corner, from the intersection of the curb lines as extended. The same sight line limitations will apply on any Lot within 10 feet of the intersection of a street, curb line and the edge of a driveway or alley. No trees may be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than 6 feet above ground level.

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15. No commercial vehicles, buses, boats, motor homes, or trailers may be left parked on the street or roadway in front of any Lot except for construction and repair equipment/vehicles while a residence or residences are being built or repaired in the immediate vicinity, or a delivery vehicle while making a delivery to a residence during its normal course of business. All of an Owner's commercial vehicles, buses, boats, motor homes or trailers will be parked and enclosed in a garage on the Lot and will not be visible from the street or roadway.

16. An Owner may park the Owner's personal vehicle in the street or roadway in front of such Owner's Lot for periods of time not to exceed 48 continuous hours.

17. No boat trailers, boat, travel trailers, inoperative automobiles, campers, or vehicles of any kind are to be semi-permanently or permanently stored in the street or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, within the garage.

18. No Lot will be used for parking or storage, temporary or otherwise, of any junked vehicle, abandoned or inoperable vehicle, trailer or boat, or any part thereof. Vehicular repair and maintenance (other than washing) is permitted only when performed inside garages.

19. A building site will consist of not less than 1 Lot, as such Lots are shown on the Subdivision Plat. Only 1 residence may be constructed per building site.

20. A building site may be two or more adjoining Lots consolidated into one building site at the discretion of the Declarant or the ARC. All setback lines shall be measured from the resulting side property lines rather than the Lots lines reflected on the Subdivision Plat.

21. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind will be permitted on a Lot, nor will oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals will be erected, maintained, or permitted on any Lot.

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

22. Declarant or the transferees of Declarant will undertake the work of developing all Lots included within the Subdivision. The completion of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of the Subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision be established as a fully occupied residential community as soon as possible, nothing in the Declaration or Restrictive Covenants will be understood or construed to:

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(a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the Subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the Subdivision owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of Lots by sale, lease, or otherwise, as approved by Declarant;

(c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the Subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the Subdivision as a residential community, and of disposing of Lots by sale, lease, or otherwise, as approved by Declarant; or

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdividing Lots as approved by the Declarant.

As used in this paragraph, the words "its transferees" specifically exclude purchasers of Lots improved with completed residences.

### ARTICLE III

#### Residence, Garage, and Outbuilding Construction

1. No building will be located on any Lot nearer to the front or rear Lot line, or nearer to the side street or roadway line, than is shown on the Subdivision Plat.
2. 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 dirt, gravel or road base driveways will be permitted from the street or roadway to the garage slab.

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All driveways or drives, regardless of location, must be approved by the Declarant or the ARC.

3. ~~Each residence shall be required to have a mailbox structure (the "Mailbox") of a type, design and material matching the residence and designated and approved by the Declarant or the ARC prior to construction and installation. Each Mailbox will be in conformity with the requirements of the City or any other governmental authority.~~ To insure a uniformity throughout the Subdivision, each Mailbox will contain a stone insert bearing the residence street number. The stone insert will be visible from the street or roadway. The location, size, style and material making up such stone insert must be approved by the Declarant or the ARC in advance of its placement within the Mailbox. The Lot Owner will be responsible for maintaining his/her Mailbox in good condition and repair. This provision applies to any original or replacement Mailbox.

If an Owner fails to do so, the Declarant and the Association will each have the right, but not the obligation, to make any repairs to the Mailbox, the cost of which will be reimbursed to Declarant or the Association, as the case may be, by such Owner, promptly upon receipt of an invoice. The amount to be reimbursed, if not paid within 30 days after the date of the invoice, will bear interest from the date of the invoice until paid at the rate of interest stipulated in the Association's Bylaws or the Declaration to be paid on delinquent Assessments.

4. Any permanent garage that may be erected upon the 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. A garage may not be enclosed or altered to provide additional residential dwelling space.

5. No air-conditioning apparatus will be installed on the ground in front of a residence or on the roof of any residence. No window air-conditioning apparatus or evaporative cooler will be attached to any front wall or front window of a residence or at any other location where such would be visible from any street or roadway.

6. All outbuildings or storage buildings must be of new construction, from the ground up. Any outbuilding or storage building constructed on a Lot within the Subdivision must be of a type, design and material matching the residence and approved by the Declarant or the ARC prior to construction. No portable building, i.e. metal or plastic storage building or 'Morgan building', may be moved onto any Lot within the Subdivision.

7. All fence plans and designs must be approved by the Declarant or the ARC who has the right to require certain types of fences and certain types of materials to be used, including, but not limited to columns constructed of brick, or masonry matching the house with ornamental iron in between, wood or similar material. Initial fence construction must be



completed by the Builder Member or Owner within 30 days of the completion of the residence, but in any event prior to Owner occupancy of the residence.

All rear yards must be privacy fenced. All fences must be constructed, according to Declarant's fence plans (a copy of such fence plans may be obtained from Declarant), of 6 inches by 6 foot wooden fence pickets and galvanized poles. Fence pickets on fences facing a street or roadway must be assembled on the street side of the fence frame. Fence pickets will not be located directly on the ground, but will be constructed on a 1/4" board lying parallel to the ground. The top of the fence pickets will be topped and framed on both sides by a 1/4" board. All fences located between residences must present a uniform appearance and be "in-line" with each other. All fences must be 6 foot in height with the exception of the fence constructed by Declarant along the rear property line of Lots 1 through 21, inclusive, Block 1 of the Subdivision ("Declarant's Fence"). Declarant's Fence will be 8 foot in height. In the event that any fence intersects (the "Intersecting Fence") with any fence that is of a higher height, the Intersecting Fence will be increased in height, at a steady rate, over the last 10 feet in length of such Intersecting Fence before it intersects with the higher fence so that there is a smooth transition from the lower level up to the higher level. Unless otherwise approved by the Declarant or the ARC, no 2 fence segments of different heights will meet without the 10 foot transition area required above. For purposes of this paragraph, a fence will "intersect" with another fence at any point where there is an appearance from any street or roadway that the fence segments meet or are in close proximity to each other. All fences must be protected by a clear natural wood preservative; no other color or stain will be allowed.

The rear fences of Lots 22 and 23, Block 2 of the Subdivision may be constructed of ornamental wrought iron or other Declarant or ARC approved material in order to maximize the Lot's view of Nolan Creek and the surrounding landscape.

Each Owner will be responsible for the maintenance, repair, replacement, and upkeep of his/her fence. The Owners of Lots 1 through 21, inclusive, Block 1 of the Subdivision will also be responsible for the maintenance, repair, replacement, and upkeep of that portion of Declarant's Fence that is located upon his/her Lot.

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 the street or roadway.

8. All irrigation or water sprinkling systems must be approved by the Declarant or the ARC. Initial installation of the irrigation or water sprinkling system must be completed by the Builder Member within 30 days of the completion of the residence, but in any event prior to Owner occupancy of the residence.

All yards (front, side and rear) of a Lot must have an underground irrigation or water sprinkling system for the purpose of providing sufficient water to preserve and maintain the landscaping of the Lot in a healthy and attractive condition.

Each Owner will be responsible for the maintenance, repair, replacement, and upkeep of his/her irrigation or water sprinkling system.

9. 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 2 foot perimeter to the footprint.

10. If a Lot is "bare" of trees, a minimum of 2 trees must be planted in the front yard of a Lot to create a "tree-lined" streetscape.

11. All landscaping of each Lot must be completed within 30 days of the completion of the residence, but in any event prior to the Owner occupancy of the residence, in a manner approved by the Declarant or the ARC. Each Builder Member or Owner will cause the front and side yard lawns for each Lot bearing a completed residence to be installed with fully sodded grass within 30 days of the completion of the residence. Any lawn will include the unpaved area between the Lot and the curbe of any street or roadway adjacent to such Lot. If, however, 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 impractical, the Builder Member and/or Owner will enter into a separate written Agreement with the ARC or the Association, in form and substance required by the ARC or the Association, extending the date for installation of the lawn and landscaping and establishing a date by which such lawn and landscaping will be installed. No lawn 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 to a third party.

No vegetables will be grown in any yard that faces a street or roadway.

12. Any retaining wall constructed as a part of the Lot's landscaping must be constructed of a Windsor-style brick or stone. No railroad ties may be used in any retaining wall or other form of landscaping.

13. Easements for installation and maintenance of utilities 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

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easements. Neither Declarant nor any utility company using the easements will be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of any Owner located on the land covered by said easements.

14. No in-ground flag pole may be installed on any Lot. An Owner may display a flag from a commercially purchased, standard length flag pole that is attached to the residence. The flag pole and location of such flag pole must be approved by the Declarant or the ARC prior to its installation and mounting.

15. No swimming pool, tennis court, or other outdoor recreational structure will be installed or constructed on any Lot without the prior approval of the Declarant or the ARC.

16. No above-ground swimming pool will be installed or constructed on any Lot.

17. No swing, playground equipment, gazebo, or other structure will be installed, moved, or constructed on any Lot that is visible from the street or roadway. A swing, playground equipment, gazebo, or other structure that exceeds the height of the fenceline and is visible to the adjoining Lot may be installed and maintained by an Owner, with the prior written approval of the Declarant or the 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 the ARC.

18. No treehouses may be constructed in any tree on any Lot.

19. All improvements must be of new construction, from the ground up, and no house may be moved on any Lot or portion of the Subdivision unless approved by the Declarant or the ARC.

20. Any residence constructed on a Lot must have a total of 2,100 square feet of air-conditioned floor area, exclusive of open or screened porches, terraces, patios, decks, driveways, basements, and garages. A 2-story residence must have a minimum of 1,500 square feet on the bottom or ground floor of the residence and a minimum of 600 square feet on the top or second floor of the residence.

21. The front wall area (exclusive of windows) of each building (residence or outbuilding) constructed on a Lot, including but not limited to, chimney flues, will be not less than 100% brick, masonry, Austin limestone or stucco (collectively "Masonry") unless otherwise approved in writing by the ARC. All wall areas of each building other than the front wall area, including but not limited to, chimney flues, will be not less than 75% Masonry unless otherwise approved in writing by the ARC. Notwithstanding the foregoing, unless otherwise approved in writing by the ARC, the front wall area on all floor walls of a 2-story residence will be Masonry

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only. The total exterior wall area of each 2-story residence constructed on a Lot, including but not limited to, chimney flues, will be not less than 75% (or a higher percentage if required by the ARC) Masonry; provided, windows, doors and gables will be excluded from the calculation of the total exterior wall area. Notwithstanding the foregoing, unless otherwise approved in writing by the ARC, for each building constructed on a Lot adjacent to the Park, the wall area (exclusive of windows) of such buildings facing the Park, including but not limited to, chimney flues, will be 100% Masonry. No aluminum, vinyl siding or "hardiboard" will be allowed.

22. No roof on any residence constructed on a Lot will have less than a 7 ~~6~~/12 ~~6~~ roof slope. Unless otherwise approved in writing by the Declarant or the ARC, all roofs will be constructed or covered with at least 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 either muted brown or grey, as approved by the Declarant or the ARC. All vent pipes and flashings must be painted to match the roof color.

23. Chimney flues must be constructed of (a) a brick, masonry, Austin limestone or stucco to match the residence or (b) painted to match the exterior paint of the residence. The Declarant or the ARC must approve the construction and materials of a chimney flue prior to construction.

24. No add-on patio covers or carports may be constructed on any Lot.

#### ARTICLE IV Owners' Obligation to Repair

1. Owner will be solely responsible for exterior maintenance upon each Lot and associated building, fence, 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 any Lot for the purpose of performing its duties hereunder.

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2. 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.

ARTICLE V  
Owners' Obligation to Rebuild

If all or any portion of a residence 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.

ARTICLE VI  
Lot Maintenance

1. The Owners or occupants of all Lots will at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and will in no event use any Lot for storage of materials or equipment unless incident to construction of improvements thereon as herein permitted. Nor will any Owner or occupant of a Lot permit the accumulation of garbage, trash or rubbish of any kind thereon and will not burn anything during the construction phase of the improvements except as permitted by the Declarant or the ARC. Garbage, trash or rubbish and other waste materials must be kept only in containers designed for such purpose. Containers must be kept clean and sanitary, and must be concealed and stored from the view of a public street or another Lot, away from front yards, except on "collection day". All trash containers will not be placed for collection more than 12 hours prior to the scheduled collection time and will be promptly returned to the storage location within 12 hours of collection.

2. After the completion of the original improvements, no burning is allowed, except in interior fireplaces designed for such use.

3. The exterior drying of clothes, sheets, rugs or other linens is prohibited. Clotheslines are specifically prohibited.

4. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, 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 or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and

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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.

#### ARTICLE VII Protection of Adjacent Property

During the construction of any improvements to a Lot the Builder Member will take all reasonable precautions as specified by the Declarant or the ARC to prevent erosion of soil onto adjoining property, including but not limited to, the construction of hay bale barriers around the perimeter of the Lot to which the improvements are being made. During any such construction, the Builder Member will make provision for and provide a port-a-let facility.

#### ARTICLE VIII Use of Park or Common Area

The entrance of the Subdivision will contain Common Area as defined in the Declaration or any conveyance document to the Association. The park area (the "Park") of the Common Area will be 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.

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 and trails designed and authorized for such motorized vehicular use. The lake within the Common Area may not be used for any kind of fishing, swimming, or boatcraft.

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.

#### ARTICLE IX Additional Provisions

These Restrictive Covenants set forth above, and each of them, will be covenants running with the title to the Subdivision and every part thereof, and every re-subdivision thereof, until 20 years from the date of this conveyance, and after which time the Restrictive Covenants will be automatically extended for successive periods of 10 years thereafter unless an instrument signed

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by a majority of the then land owners of the Subdivision may change the Restrictive Covenants in whole or in part.

These Restrictive Covenants are and will be, in part, an amendment to any Declaration. The Subdivision is included in any property owners' association formed for the benefit of the Subdivision, including but not limited to the 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.

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.

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.

EXECUTED effective 02-19, 2004.

BARE LAND DEVELOPMENT, INC., a Texas corporation

By: [Signature]  
JOHN V. BLANKENSHIP, President

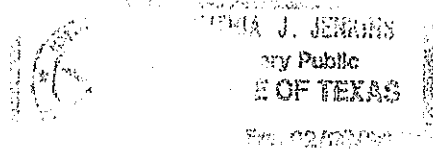
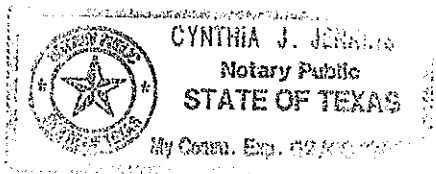
(ACKNOWLEDGMENT)

STATE OF TEXAS  
COUNTY OF BELL

§  
§

This instrument was acknowledged before me on February 19, 2004, by JOHN V. BLANKENSHIP, in his capacity as President of BARE LAND DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

[Signature]  
NOTARY PUBLIC



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PREPARED IN THE LAW OFFICE OF:

crm

BAIRD, CREWS, SCHILLER & WHITAKER, P.C.

ATTN: THOMAS C. BAIRD

15 North Main Street

Temple, Texas 76501

AFTER RECORDING, RETURN TO:

BAIRD, CREWS, SCHILLER & WHITAKER, P.C.

ATTN: THOMAS C. BAIRD

15 North Main Street

Temple, Texas 76501

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LEGAL DESCRIPTION

Lots 1 through 3, inclusive, Block 1; Lots 1 through 16, inclusive, Block 2; Lots 1 through 6, inclusive, and Lots 11 through 16, inclusive, Block 3; Lots 3 through 10, inclusive, Block 4; Lots 4 through 11, inclusive, Block 5; and Lots 5 through 7, inclusive, Block 6, Section I, and

Lots 4 through 15, inclusive, Block 1; Lots 7 through 10, inclusive, Block 3; Lots 1, 2, and 11 through 13, inclusive, Block 4; Lots 1 through 3, inclusive, and Lots 12 through 14, inclusive, Block 5; Lots 1 through 4, inclusive, Block 6, Section II,

Lots 16 through 23, inclusive, Block 1; Lots 17 through 26, inclusive, Block 2; Lots 8 through 14, inclusive, Block 6; Lots 1 through 11, inclusive, Block 7; and Lots 1 through 10, inclusive, Block 8, Section III,

Bella Charca Subdivision, a subdivision to the City of Nolanville, Bell County, Texas, according to the map or plat of record in the Plat Records of Bell County, Texas;

BY ~~VADA SUTTON~~  
COUNTY CLERK, BELL COUNTY TX.  
DEPUTY

04 MAR 30 AM 9 22

FILED FOR RECORD

012790

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Q7 Bin

CSW  
3 North Main  
Road To 414001