

**RESTATED AND AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
BELLA ROSE SUBDIVISION**

JC BUILDERS, LLC, a Texas limited liability company ("Declarant"), is the developer of that certain 9.08 acres of land out of and part of the M.F. Connell Survey, Abstract 6, County of Bell, State of Texas, which tract has been platted as a subdivision known as Bella Rose Subdivision within the city limits of Belton, Bell County, Texas, according to the map or plat of record in Plat Year 2015, Number 30, Plat Records of Bell County, Texas (collectively the "Subdivision").

For the purpose of 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 Declarant and each and every present or subsequent Owner of a Lot in the Subdivision, Declarant created certain covenants, conditions and restrictions that would affect the lots and the land that comprise the Subdivision, and executed and filed "Declaration of Covenants, Conditions and Restrictions for Bella Rose Subdivision" as document number 2016-00032786, in the Official Public Records of Real Property of Bell County, Texas, ("Original Declaration").

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bella Rose Subdivision is executed by the undersigned Owners indicated herein, pursuant to Chapter 209.0041(h) of the Texas Property Code, which requires 67 percent of the total votes allocated to property owners (said provision overriding the 75 percent requirement specified in Section 11.3 of the Original Declaration) in order to amend and restate the Original Declaration. Upon recording of this Amended and Restated Declaration of Restrictive Covenants, the Original Declaration shall be of no further force and effect, and this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bella Rose Subdivision shall supercede and replace the Original Declaration.

The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bella Rose Subdivision shall read as follows:

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property in Bell County, Texas, described on Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires to create a subdivision known as BELLA ROSE SUBDIVISION on the land described in Exhibit "A" and such other land as may be added thereto pursuant to the terms and provisions of this Declaration; and

WHEREAS, Declarant desires to ensure the preservation of the values and the maintenance of the "Common Areas" (as defined herein), and to this end desires to further subject the Subdivision to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and the owners thereof; and

WHEREAS there has been or will be incorporated, one or more nonprofit corporations created under the laws of the State of Texas, being the BELLA ROSE HOMEOWNERS' ASSOCIATION, whose directors

Builders desire to build on the Lots and site plans depicting which model or type of home will be built on each Lot. Builders may also submit sample materials for approval at this time. The ACC shall have 15 days after receipt of the floor plan and elevation drawings of each house in which to review said plans. If the ACC objects to such plans it shall notify the Builder in writing within the 15 period specifying the objectionable issues in the plans. If the ACC fails to object to any plans within the 15 day review period, such plans shall be deemed to be approved and no further approval shall be required. At such time as Builder has determined which type or model of house will be constructed on each Lot, Builder shall deliver a site plan and materials specification list to the ACC. The ACC shall have 15 business days after receipt of the site plan and materials specification list in which to notify the Builder in writing of any objections thereto. If the ACC does not object to the site plan within the 15 business day period the site plan and/or materials specification list shall be deemed to be approved and no further approval shall be required.

Any material changes to the exterior dimensions, elevations, site plans, or materials of previously approved models and any new model plans shall be submitted to the ACC for review and approval before construction.

The submission of plans for review by the ACC shall not imply permission or consent to the use or reproduction of such plans and the ACC shall not permit such plans to be copied by or divulged to persons other than the Builder that submitted such plans.

Section 5.6. Non-conforming Structures. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article V in the same extent as if erected without prior approval of the ACC. The ACC, the Association or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

Section 5.7. Immunity of ACC Members. No individual member of the ACC shall have any personal liability to any Owner or any other person for the acts or omissions of the ACC if such acts or omissions were committed in good faith and without malice. The Association shall defend any action brought against the ACC or any member thereof arising from acts or omissions of the ACC committed in good faith and without malice. The Association shall defend any action brought against the ACC or any member thereof arising from acts or omissions of the ACC committed in good faith and without malice.

Section 5.8. Address for Notice. Requests for ACC approval or correspondence with the ACC shall be addressed to the Bella Rose Subdivision, Architectural Control Committee and mailed or delivered to the principal office of the Association, or such other address as may be designated from time to time by the ACC. No correspondence or request for approval shall be deemed to have been received until actually received by the ACC in form satisfactory to the ACC.

Section 5.9. No Liability. Neither Declarant, the Association, the ACC, the Board nor the officers, directors, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner affected by the Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every owner agrees that it will not bring any action or suit against Declarant, the Association, the ACC, the Board, or the officers, directors, members, employees and agents of any of them, to recover any such damages and hereby releases, and waives all claims, demands and causes of action arising out of or in connection with any act, mistake, negligence or nonfeasance and hereby further waives the provisions of any law

which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

Section 5.10. Governmental Authorities. Declarant, its successors and assigns, and all future Owners and their successors and assigns by their acceptance of their respective deeds, and the Association shall be bound by and subject to all laws, ordinances, rules or regulations. No improvements or additions or change or alteration thereof shall be constructed, erected, placed, altered or maintained on the Property, including the Common Areas, which is in violation of the laws and ordinances of the City of Belton, Texas, anything to the contrary herein contained. Declarant, the Association, the ACC, the Board, and their respective officers, directors, agents and employees shall have no obligation to assume the enforcement of any such law, ordinance, rule or regulation.

Section 5.11. No Liability for Design Defects. Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the ACC, the members thereof, nor the Declarant, the Board or the Association assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications.

ARTICLE VI EASEMENTS

Section 6.1. Utility Easements. As long as Class B membership shall be in effect, the Declarant hereby reserves the right to grant perpetual, nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through, or under any portion of the Property designated on the plat hereof for easements for the purpose of ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitation, telephone and cable television. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables, or other improvements installed on or in such easements. Upon cessation of Class B membership, the Association shall have the right to grant the easements described herein.

Section 6.2. Declarant's Easement to Correct Drainage. As long as Class B membership shall be in effect, Declarant hereby reserves for the benefit of Declarant and any Builder a blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance, and shall be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant or any Builder to correct or maintain any drainage facilities within the Property.

Section 6.3. Easement for Unintentional Encroachment. The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Common Area caused by or resulting from, construction, repair, shifting, settlement, or movement of any portion of the Property, which exclusive easement shall exist at all times during the construction of such encroachment appurtenant to the encroaching Property to the extent of such encroachment.

Section 6.4. Entry Easement. In the event that the Owner fails to maintain the Lot as required herein, or in the event of an emergency, the Association shall have the right to enter upon the Lot to make emergency repairs and to do other work reasonable necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Association shall not be held liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

Section 6.5. Drainage Easements. Easements for installation and maintenance of utilities, stormwater infrastructure, stormwater retention/detention ponds, and/or a conservation area are reserved as may be shown on the recorded Plat. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction of flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

Section 6.6. Temporary Completion Easement. All Lots shall be subject to an easement of ingress and egress for the benefit of the Declarant and the Builder, their employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the Property as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent thereto, provided that such easement shall terminate twelve (12) months after the date such burdened Lot is conveyed to the Owner by the Declarant or a Builder.

ARTICLE VII

USE AND OCCUPANCY

All Lots and dwellings shall be used and occupied for single family residence purposes. No Lot or dwelling may be used for commercial, institutional, agricultural or other nonresidential purpose if such use involves the attendance or entry of non-residents upon the Lot or otherwise diminishes, or results in odor, noise, or traffic inconsistent with, the residential character of the Lot or neighborhood. This prohibition shall not apply to "garage sales" provided that no Owner shall conduct more than one (1) garage sale of no more than two (2) days duration during any six (6) month period, or, the use of any Unit by Declarant or any other builder as a model home or sales office, or the use of any Lot as a site for a construction office trailer or sales office trailer by Declarant or any Builder.

ARTICLE VIII

PROPERTY RIGHTS

Section 8.1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to establish and publish rules and regulations governing the use of the Common Areas affecting the welfare of Association members.

b. The right of the Association to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

c. The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded agreeing to such dedication or transfer.

d. All easements herein described are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding upon the undersigned, all of their grantees, and their respective heirs, successors, personal representatives and assigns.

Section 8.2. Effect of Declaration. Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described or to this declaration shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents.

Section 8.3. Rezoning Prohibited. No Lot shall be rezoned to any classification allowing commercial, institutional or other non-residential use without the express consent of the Association and Declarant which may be withheld in Declarant's sole discretion. Declarant or the Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party.

ARTICLE IX

USE RESTRICTIONS

Section 9.1. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

There will be no hunting or discharge of firearms of any kind allowed in the Subdivision. There will be no fireworks allowed in the yards and/or streets of the Subdivision which is in accordance with the city ordinance.

No exterior speakers, horns, whistles, bells, or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated on the Lot) will be placed or used upon any Lot.

Section 9.2. Development Activity. Notwithstanding any other provision herein, Declarant and its successors and assigns, including Builders, shall be entitled to conduct on the Property all activities

normally-associated with and convenient to the development of the Property and the construction and sale of dwelling Units on the Property.

Section 9.3. Temporary Structures. No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, tool or equipment shed, garage, barn, motor home or mobile home or other outbuilding, shall be constructed or located on any Lot, either temporarily or permanently, unless screened from public view in a manner consistent with Section V of the Design Standards of the City of Belton, as amended from time to time (the "Design Standards"). This restriction shall not be interpreted to limit the right of Declarant or any builder to use trailers or outbuildings as sales offices, construction offices or material storage facilities.

Section 9.4. Signs. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot so as to be visible from public view except the following:

a. **For Sale Signs.** An Owner may erect one (1) sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.

b. **Declarant Signs.** For so long as there are Class B Members, signs or billboards may be erected by the Declarant or any Builder

c. **Political Signs.** Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be larger than 2' x 3' and shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

Section 9.5. Campers, Trucks, Boats, and Recreational Vehicles. No campers, vans, tractors, boats, boat trailers, recreational vehicles and other types of non-passenger vehicles, equipment, implements or accessories may be kept on any Lot unless the same are fully enclosed within the garage located on such Lot and/or said vehicles and accessories are screened from view by a screening structure or fencing approved by the ACC, and said vehicles and accessories are in an operable condition. The ACC, as designated in this Declaration, shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination by said ACC, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph.

Section 9.6. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets in reasonable and customary numbers may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. The term "household pets" specifically excludes goats and pigs. The following breeds of dogs, and mixes thereof, are expressly prohibited: Pit Bull Terrier/Staffordshire Terrier, Rottweiler, Doberman Pinscher, Wolf/Wolf Hybrid, Chow Chow, Caucasian Ovcharka. The Board shall have the right, from time to time, to adopt policy identifying other breeds subject to prohibition.

Section 9.7. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Such sanitary containers may be placed in the street for pick up no earlier than 12 hours

from the time of collection and must be returned to its place of storage the same day of collection. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris will be stored, kept, placed or maintained on any Lot where visible from any street.

Section 9.8. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and in a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 9.9. Parking. No vehicles, trailers, implements or apparatus (collectively, "Vehicles") may be driven or parked in the Common Maintenance Areas or on any easement unless in use for maintaining such Common Maintenance Areas or property and temporarily parked within designated vehicular parking areas. Notwithstanding the foregoing: 1) no Vehicles may be parked in the street at any time between the hours of 10:00 p.m. and 6:00 a.m.; 2) no Vehicle may be parked in a manner that impedes upon a sidewalk easement across a driveway; and 3) excluding household guests, and for a period not to exceed five (5) consecutive nights or ten (10) nights in a thirty (30) day period, no more than one (1) Vehicle may be parked in the driveway overnight.

Regular resident parking of commercial vehicles (vehicles with signs advertising a product or service) ("Restricted Vehicles") is permitted only in garages. All Restricted Vehicles must be concealed from any public street at all times.

No Lot, street or alley in the Subdivision will be used for parking or storage, temporary or otherwise, 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. Taped or covered vehicles are strictly prohibited.

Section 9.10. Commercial or Institutional Use. No Lot, and no building erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes, except for construction offices, model homes and sales offices as set forth in Article VII.

Section 9.11. Detached Buildings. No detached accessory buildings, including, but not limited to, detached garages and storage buildings, shall be erected, placed or constructed upon any Lot without the prior consent of the ACC. In no instance will an Accessory Building exceed 8 feet in height nor will the total floor area of an Accessory Building exceed 10%, individually or in the aggregate, of the floor area of the Living Unit.

Section 9.12. Fences. No fence, wall or hedge shall be erected or maintained on any Lot nearer to the street than the building setback lines for the front and side yards, except for fences erected in conjunction with model homes or sales offices. All fences must be privacy fences no more than six feet (6.00) tall, constructed of wood and supported by steel poles. Chain link fences are prohibited.

a. Prior to fence installation on Tract A and Lots 11, 12, 13, 14, 15, and 16 of Block 1, the builder/lot owner shall contact the City of Belton Public Works Department and request to locate the

stormwater pipe within the drainage easement. Fence posts shall be placed a minimum of 2 feet away from the stormwater pipe.

b. All fences must be assembled with the smooth side facing the street with all fence framing and crossboards facing the inside or rear yard of the lot.

Section 9.13. Antennae, Satellite Dishes and Solar Collectors. No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view to the extent practical.

Section 9.14. Exterior Finish. All exterior walls of all dwellings and approved accessory buildings shall be completely finished with HardiePlank (or other fiber cement product of equal quality, as approved by the ACC), brick, stone, or other material acceptable to the ACC. No unpainted concrete block surfaces shall be visible on any exterior wall. Exterior finish of the ground floor of all dwellings, garages, and accessory buildings shall be ninety percent (90%) masonry for all Lots, excluding doors, windows, gable ends above the ground floor top-plate line. Second floors shall be eighty percent (80%) masonry, provided that the total percentage of masonry must comply with the Design Standards. Pursuant to the Design Standards, fiber cement products such as HardiePlank are not considered masonry for the purposes of this Section.

Section 9.15. Roofing. All roofing shall either be dimensional shingles, R-panel, U-panel, or standing-seam metal roofing material. Roof color must be a dark shade of brown or gray, unless otherwise approved by the ACC.

Section 9.16. Chimneys. All fireplace flues, smoke stacks and spark arrestors shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls of the dwelling or otherwise approved by the ACC.

Section 9.17. Clothes Hanging Devices. Clothes hanging devices exterior to a dwelling shall not be permitted.

Section 9.18. Window Treatments. No aluminum foil, reflective film or similar treatment shall be placed on windows or on glass doors. Blinds or draperies shall be kept in good repair.

Section 9.19. Limitation on Square Feet. The ground floor area, exclusive of open porches and/or garages, shall be not less than 1,350 square feet of living area for a one story dwelling, nor less than 1,200 square feet of living area on the ground level for a two story dwelling, provided said two story dwelling has a minimum of 1,600 square feet of living area overall.

Section 9.20. Two-Car Garage. Each Unit shall have a fully enclosed garage capable of accommodating not less than two (2), nor more than four (4) automobiles.

Section 9.21. Environmental Regulations. No Owner may use any substance on a Lot prohibited by the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et. sec.) as amended to date, or any other federal regulation dealing with pesticides and fertilizers, or any rules and regulations promulgated by the Texas Air Control Board, the Texas Water Commission, or any other state or local environmental agency. The Association shall have the right to implement such rules and regulations regarding the use of pesticides and fertilizers on the Property as it deems necessary or as legally required.

Section 9.22. Air Conditioning Equipment. No window, roof or wall type air-conditioner that is visible from any public street will be used, placed or maintained on or in any Living Unit. No air-conditioning apparatus will be installed on the ground in front of a Living Unit.

Section 9.23. Unsanitary conditions. Lot Owners agree to keep all unsightly conditions obstructed from the view of any public street or another Lot or the Common Area.

Section 9.24. Athletic & Play Facilities. Swings, slides, playhouses, sandboxes or any other sporting or play equipment (permanent or temporary) may not be attached to a house front or located in any part of the front section, or side sections of corner lots, of the property without prior written consent of the ARC.

Section 9.25. Landscaping Maintenance. The Owner of the Lot is responsible for all lawn maintenance and upkeep. The Owner is required to water, mow, edge and weed the Lot at regular intervals, and to maintain its Lot in a neat and well-groomed condition, consistent with the intent of the Restrictive Covenants and quality of the Subdivision. No building materials may be stored on a Lot, and any excess building materials not needed for construction and any building refuse will be promptly removed from each Lot.

If Owner fails to maintain its respective Lot, Declarant or the Association may, at its option and in its sole discretion, have the grass, weeds, and vegetation cut when and as often as the same is necessary, and have dead trees, shrubs, and plants removed from the Lot. Declarant or the Association may also, at its option and in its sole discretion, remove any excess building materials or building refuse situated on a Lot in violation of the Restrictive Covenants. The offending Owner or Builder Member of any Lot will be obligated to reimburse Declarant or the Association for the cost of such maintenance or removal upon demand.

Section 9.26. 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, visible interior window treatments, 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. 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 X ANNEXATION

Section 10.1. Annexation by Declarant. At any time during the initial term of this Declaration, the Declarant may, at its sole option and without the consent of the Owners, annex additional property contiguous to the Property, or contiguous to other property previously annexed, into the Subdivision to be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant.

annexation or incorporation shall have the consent of not less than sixty-seven percent (67%) of the membership of the Association. Upon a merger or consolidation of the Association with another association, the properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, right and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration with respect to the Property, except as changed by amendment of this Declaration.

Section 11.7. Miscellaneous Provisions. Any provision of the within Declaration or of the Bylaws to the contrary notwithstanding, the following provisions shall control:

a. **FHA/VA Approval:** If any prospective Owner applies for FHA or VA mortgage financing and receives a commitment therefor, the following actions will require approval of the Federal Housing Administration and the Veterans Administration as applicable: (1) Addition of properties as set forth in Article X, (2) dedication of Common Areas, and (3) amendment of this Declaration.

b. The following actions will require notice to all institutional holders of first mortgage liens: (1) abandonment or termination of the Association; or (2) material amendment to the Declaration.

c. Upon the request of any mortgagee of a dwelling on a Lot, the Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under this Declaration or the Bylaws or Association rules or regulations which is not cured within thirty (30) days. Any mortgagee of a dwelling who comes into possession of the said dwelling pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued prior to the time such holder comes into possession of the dwelling.

d. Unless at least sixty seven percent (67%) of the mortgagees (based upon one vote for each mortgage) have given their prior written approval, neither the Association nor the Owners shall be entitled to:

a. by act or omission seek to abandon, partition, encumber, or transfer the Common Areas, if any, or any portion thereof or interest therein; (The granting of easements for public utilities or other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause.)

b. substantially change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner by the Association;

c. by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of the dwellings or maintenance of the dwellings or Lots;

d. fail to maintain liability and extended coverage insurance on insurable property comprising a part of the Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs).

e. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. The term "person" means person, corporation, partnership, entity, agency or any other legally organized entity.

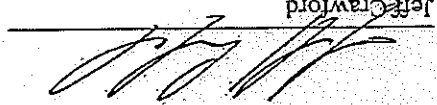
Section 11.8. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 11.9. Notice. Wherever written notice to Owner is permitted or required hereunder, such notice shall be given by the mailing of such notice to the Owner at the address of such Owner appearing on the records of the Association, unless such Owner has previously given notice to the Association of a different address, in which event such notice shall be sent to the Owner at the address so designated. Such notice shall conclusively be deemed to have been given by the Association by placing same in the United States mail, postage prepaid and properly addressed, whether such notice is actually received by the addressee or not.

Section 11.10. Conflicts. In the event of conflict between the terms of this Declaration and the Articles of Incorporation, the Articles shall control. In the event of conflict between the terms of this Declaration and any Bylaws, rules, or regulations, this Declaration shall control.

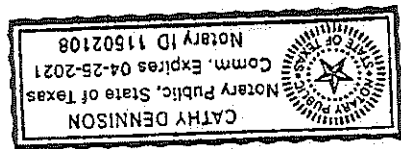
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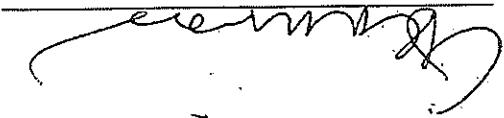
THE UNDERSIGNED, BEING OWNERS OF THE SPECIFIED LOTS IN THE SUBDIVISION,
HEREBY APPROVE, CONSENT TO AND RATIFY THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLA ROSE
SUBDIVISION:


Jeff Crawford
JC BUILDERS, LLC

STATE OF TEXAS
§
COUNTY OF BELL
§

This instrument acknowledged before me on the 28th day of September, 2018, by Jeff
Crawford, President of JC Builders LLC, on behalf of said company.



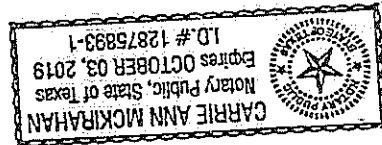

NOTARY PUBLIC, STATE OF TEXAS

THE UNDERSIGNED, BEING OWNERS OF THE SPECIFIED LOTS IN THE SUBDIVISION,
HEREBY APPROVE, CONSENT TO AND RATIFY THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLA ROSE
SUBDIVISION:

JERRY WRIGHT
JERRY WRIGHT HOMES, INC

STATE OF TEXAS
COUNTY OF BELL
§
§

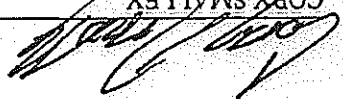
This instrument acknowledged before me on the 7 day of ~~October~~ November, 2018, by JERRY
WRIGHT, President of Jerry Wright Homes, Inc., on behalf of said corporation.



NOTARY PUBLIC, STATE OF TEXAS

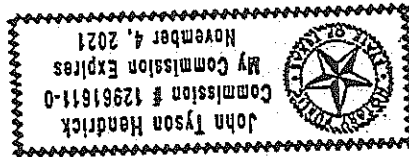
Carrie Ann McKirahan

THE UNDERSIGNED, BEING OWNERS OF THE SPECIFIED LOTS IN THE SUBDIVISION,
HEREBY APPROVE, CONSENT TO AND RATIFY THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLA ROSE
SUBDIVISION:

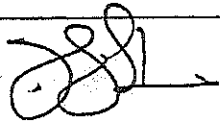

CORY SMALLEY
SMALLEY HOMES, LLC

STATE OF TEXAS §
COUNTY OF BELL §

This instrument acknowledged before me on the 8 day of October, 2018, by CORY
SMALLEY, President of Smalley Homes LLC, on behalf of said company.



NOTARY PUBLIC, STATE OF TEXAS

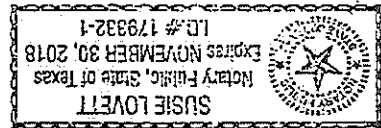


THE UNDERSIGNED, BEING OWNERS OF THE SPECIFIED LOTS IN THE SUBDIVISION,
HEREBY APPROVE, CONSENT TO AND RATIFY THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLA ROSE
SUBDIVISION:

DAVID FULLER
MEASAM, LLC

STATE OF TEXAS
COUNTY OF BELL
§
§

82
November
This instrument acknowledged before me on the 5th day of October, 2018, by DAVID
FULLER, President of Measam LLC, on behalf of said company.



NOTARY PUBLIC, STATE OF TEXAS

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513



70 2018 00047245

Instrument Number: 2018-00047245

As

Recordings

Billable Pages: 25
Number of Pages: 26

Comment:

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

Recordings 107.00

Total Recording: 107.00

***** 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.

Record and Return To:

File Information:
Document Number: 2018-00047245

Receipt Number: 352770

Recorded Date/Time: November 13, 2018 11:53:12A

GLEN COLBY
CUSTOMER PICK UP
(254)760-0665
BELTON TX 76513

User / Station: M Ramirez - Cash Station 3

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