



DECLARATION OF RESTRICTIONS, COVENANTS, AND CONDITIONS FOR THE  
PARKER COUNTY BELLA VISTA  
HOMEOWNERS' ASSOCIATION, INC.

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF PARKER

ARTICLE I

Property Rights in Common Properties

**Section 1** Members' Easements of Enjoyment. Subject to the terms, conditions and provisions hereof, every Member shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit. In addition, any member may delegate, in accordance with the Bylaws, his right and easement of enjoyment to members of his family, his guests, his tenants, or contract purchasers who reside on The Properties. The Member's enjoyment in and to the Common Properties is subject to any limitations set forth in this Declaration, including, without limitation, the following:

a. Rules. The right of the Association to establish and publish from time to time rules and regulations governing the use of the Common Properties.

b. Suspension of Voting Rights. The right of the Association to suspend the right of use of the Common Properties and the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid.

c. Conveyance of Common Properties. The right of the Association, subject to the provisions hereof, to dedicate, sell or transfer all or any part of the Common Properties.

d. Mortgage Common Properties. The right of the Association, subject to the provisions hereof, to mortgage or lien all or any part of the Common Properties. However, the Common Properties cannot be mortgaged or liened without a 67% or greater vote by the Members approving such action.

**1.2** Prohibitions on Easement of Use and Enjoyment. Each Owner's right and easement of use and enjoyment in and to the Common Properties is further limited as follows:

a. No Transfer without Lot. An Owner's right and easement of use and enjoyment in and to the Common Properties shall not be conveyed, transferred, alienated or encumbered separate and apart from an Owner's Lot and such right and easement of use and enjoyment in and to the Common Properties shall be deemed to be conveyed, transferred, alienated or encumbered upon the sale of any Owner's Lot, notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to the Common Properties.

b. No Partition. Each of the Common Properties shall remain undivided and no action for partition or division of any part thereof shall be permitted.

**Section 2** Title to Common Properties. Parker County Bella Vista HOA, Inc. retains the legal title or easements to the Common Properties until such time as it deems necessary to sell the Common Properties.

**Section 3** Decorative Fencing. In addition to the other Common Properties defined herein, the Common Properties shall include decorative fencing around a portion of the perimeter of The Properties and a portion of the Common Properties. The design and materials of construction and/or repair of the said decorative fence shall be approved by the Architectural Control Committee.

**Section 4 Gated Entry.** In addition to the other Common Properties defined herein, the Common Properties shall include a gated entry providing limited access to the Properties. The design and materials of construction and/or repair of said entry shall be approved by the Architectural Control Committee.

**Section 5 Beltway.** In addition to the other Common Properties defined herein, the Common Properties shall include a landscaped beltway between Solano Circle and FM-5. The design and materials of construction, repair, and/or landscaping of said beltway shall be approved by the Architectural Control Committee.

**Section 6 Amenity Center.** In addition to the other Common Properties defined herein, the Common Properties shall include an amenity center (the "Amenity Center") including a community pool, community playground, and other community facilities. The design and materials of construction and/or repair of said amenity center shall be approved by the Architectural Control Committee.

## **ARTICLE II**

### **Covenant for Maintenance Assessments**

**Section 1 Creation of the Lien and Personal Obligation of Assessments.** Parker County Bella Vista HOA, Inc. for each Lot or Living Unit owned by it within The Properties, hereby covenants, and each Owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments of charges; and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided (the "Assessments"). Such annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each Assessment, together with such interest thereon and cost of collection thereof, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment was assessed.

**Section 2 Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties, and, in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

**Section 3 Basis and Maximum of Annual Assessments.** Annual assessments shall begin on the first day of the month following the initial conveyance of any Lot by the Parker County Bella Vista HOA, Inc. and the annual assessment for the Owner of each Lot or Living Unit shall be determined at an annual rate. Annual assessments shall be equally assessed among the Lots. The Board of Directors of the Association, may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment.

**Section 4 Special Assessments for Capital Improvements.** In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 51 percent (51 %) of the votes of each Member who has voted in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Members not less than seven (7) days nor more than fourteen (14) days in advance setting forth the purpose of the meeting.

**Section 5 Quorum for any Action under Section 4.** The Quorum for any action authorized by Section 4 shall be as follows:

(a) At the first meeting called as provided in Section 4 hereof, the presence at the meeting of Members or of proxies entitled to cast 51 percent of all the votes of the membership shall constitute a quorum.

(b) If the required quorum is not present (in person or by proxy) at any meeting, another meeting may be called subject to the notice requirements set forth in Section 4 and the required quorum at any such subsequent meeting shall be one-half (50%) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6 Due Date of Assessments.** The annual assessments provided for herein shall become due and payable on the 1st day of January after the commencement day herein above set out and the due date of any special assessment under Article II, Section 4 hereof shall be fixed in the resolution authorizing such assessment.

**Section 7 Effect of Non-payment of Assessment; Personal Obligations of Owner; Lien; Remedies of Association.** If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, forthwith become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns: The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the lesser of (i) rate of ten percent (10%) per annum or (ii) the then-maximum lawful rate of interest, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or to foreclose the lien against the Lot and any improvements thereon, and there shall be added to the amount of such assessment the cost of preparing and filing the petition in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the Court, together with costs of the action and any other costs and expenses associated with collecting the lien.

In furtherance of such lien, each Owner, by his acceptance of a deed or other conveyance of a Lot and regardless of whether or not such deed or other conveyance expressly contains such a provision, does hereby grant and convey unto the Board of Directors, in trust as Trustee (the "Trustee"), for the benefit of the Association, the Lot owned by such Owner, subject to all easements and other encumbrances affecting such Lot; provided, that each such grant shall be subordinate to the lien of any mortgage or deed of trust only to the extent provided in Section 9 below; and for these purposes the provisions of this Section 8 shall be deemed to have created a deed of trust (the "Deed of Trust") covering all of the Lots with a power of sale granted to the Trustee in accordance with the provisions of Chapter 51 of the Texas Property Code (the "Code") as it may be amended from time to time. The Deed of Trust created hereby shall be upon the same terms and conditions, and shall provide to the Association all of the rights, benefits and privileges, as the Deed of Trust promulgated by the State Bar of Texas for use by lawyers (appropriately conformed to comply with the terms of this Declaration), and all amendments, modifications and substitutions thereof, which form is hereby incorporated by reference for all purposes hereof. The Association, acting through its president, shall have the right in its sole discretion at any time, and from time to time, to appoint in writing a substitute or successor trustee who shall succeed to all rights and responsibilities of the then acting Trustee.

Upon written request by a mortgagee holding a valid first lien on any Lot, the Board of Directors shall provide such first mortgagee with written notice of any default by the Owner in the performance of such Owner's obligations hereunder, including payment of assessments, which is not cured within thirty (30) days after default; provided that any such requirements of notice shall not impair or affect any rights or remedies of the Association, including exercise of the same, provided for in this Declaration. The lien provided for herein and the right to foreclosure sale hereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including a suit to

recover a money judgment for unpaid assessments, as above provided. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-usage of the Common Properties or abandonment of his property.

**Section 8 Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein is subordinate to the lien of any recorded first mortgage or first deed of trust against a Lot.

**Section 9 Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments, charges and lien created herein:

(a) All properties to the extent of any easement or any other interest therein dedicated and accepted by the local public authority and devoted to public use.

(b) All Common Properties as defined in Article 1, Section 1, hereof.

(c) All properties exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

### **ARTICLE III** Architectural Control

**Section 1** An Architectural Control Committee (herein so called), which shall consist of up to three (3) members, who shall be subject to the direction of the board. All matters before the Architectural Control Committee shall be decided by majority vote of its members.

As of June 1, 2014, the Association shall assume all of the rights, powers and duties of the Architectural Control Committee and shall exercise same, through the Board of Directors, in the manner herein provided. In the event of the death, incapacity or resignation of a member of the Architectural Control Committee, the successor for such member shall be appointed by the majority of the remaining members of the Architectural Control Committee.

**Section 2** All homes built in Bella Vista must be built by a Builder and approved by the Architectural Control Committee.

**Section 3** Builders are required to follow the process as defined in the Bella Vista HOA, Inc. Declaration of Restrictions, Covenants and Conditions for the Parker County Bella Vista Homeowner's Association, Inc..

**Section 4** All building plans must be submitted to the Architectural Control Committee for approval before construction begins. No dwelling, building, fences, wall, sign, exterior light, or other structure or other apparatus, either permanent or temporary shall be commenced, erected, placed or maintained upon the Existing Property (or any Lot constituting a part thereof), nor shall any remodeling or reconstruction thereof, exterior addition thereto, change therein, or alteration, excavation, subdivision or re-subdivision thereof, including without limitation changes in or alterations of grade, roadways and walkways, be made until the plans and specifications showing the nature, kind, shape, height, materials, color," and location and other material attributes of the same shall have been submitted to and approved in writing as to ensure harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee and shall include a plot plan showing the location of the improvements, the plan for drainage and the construction plans giving the dimensions of all improvements and shall specify in addition to construction diagrams and specifications, all materials to be used and color schemes for all improvements. If the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, approval of the Architectural Control Committee will be deemed to have been given, and this Article will be deemed to have been fully complied with. The Architectural Control Committee shall have the right, all in the sole discretion of the Architectural Control Committee, to disapprove any plans and specifications submitted to it for any of the following reasons:

if such plans and specifications are not in accordance with any of the provisions of this Declaration or the applicable codes, ordinances and regulations of Parker County, Texas or any municipality in which The Properties are located;

if the external design, elevation, appearance, location or color scheme for the proposed improvements are not in harmony with the general surrounding of the Existing Property or with the adjacent dwellings or structures or with the topography;

if the plans and specifications submitted are incomplete;

if the design, appearance or location of any landscaping is not in harmony with the general surroundings or topography;

if the Architectural Control Committee deems the plans and specifications, or any part thereof, to be contrary to the interest, welfare or rights of any or all parts of the Existing Property.

The Architectural Control Committee is authorized to accept whatever drawings, plans or specifications it deems desirable within its sole discretion to be in satisfaction of the foregoing. The decision of the Architectural Control Committee shall be final, conclusive and binding upon all Owners. The Architectural Control Committee shall not be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications to meet local code and applicable laws. The signature of any two members of the Architectural Control Committee on any such plans and specifications with "approved" or "disapproved" written or stamped thereon shall be prima facie evidence as to such approval or disapproval being the act of the full Architectural Control Committee. Approval or disapproval may also be provided by written letter signed by any two members of the Architectural Control Committee.

#### **ARTICLE IV Restrictive Covenants**

Each of the specifically numbered Lots shown upon any recorded residential subdivision map of The Properties (as distinguished from such land, if any, within the limits of such subdivisions which is not specifically platted and numbered as Lots) shall be impressed with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance for continuity and conformance with the intended master plan of the premises:

(a) No dwelling, accessory structure, alterations to existing structures, fence, or landscaping shall be constructed on any Lot until the plans and specifications for same have been submitted in writing to the Architectural Control Committee and approved by the Architectural Control Committee prior to commencement of the same.

(b) No building, fence, wall, or other structure shall be constructed upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the details, plans, and specifications showing the color, nature, kind, shape, height, materials, and location of the same shall have been submitted, in writing, to and approved according to the current application procedure, as to harmony of external design and location in relation to surrounding structures and topography, by the Architectural Control Committee.

(c) The Homeowner of any Lot shall begin construction of a Living Unit within eighteen (18) months after purchasing a Lot unless otherwise approved by the Parker County Bella Vista HOA, Inc.. If requested, more than 18 months before starting construction maybe provided to the lot purchaser. If Commencement of Construction does not occur within eighteen (18) months of purchase, the Assessment amount for such Lot shall automatically be tripled beginning on the first day of the 19th month. The increased assessments shall continue to accrue at the tripled assessment rate until such time as the foundation of a Living Unit is constructed on the subject lot.

(d) All houses and structures permitted shall be completed within twelve (12) months from date of Commencement of Construction or unless otherwise extended by the

Architectural Control Committee. No structure shall be occupied unless and until the premises are connected in a proper way with its sewage treatment system. If the permitted Living Unit and other structures are not completed within twelve (12) months of the date of commencement of construction or date established by the Architectural Control Committee, the Assessment amount for such Lot shall automatically be tripled beginning on the first day of the 13th month following commencement of construction. The increase assessments shall continue to accrue at the tripled assessment rate until such time as the structure is occupied.

(e) All dwellings shall be constructed to front on the street on which the Lot fronts unless any Lot in question fronts on two streets in which case the dwelling constructed on such Lot shall front, as the Architectural Control Committee may approve, on either of the two streets or partially on both.

(f) All dwellings and accessory structures shall be erected and maintained behind the building line shown on the applicable plat, unless otherwise approved by the Architectural Control Committee.

(g) No dwelling or accessory structure shall be erected or maintained nearer than fifty (50) feet from the front property line and twenty-five (25) feet from the side lines of any Lot or as otherwise approved in writing by the Architectural Control Committee.

(h) The floor area (that enclosed for heating and/or air conditioning) of any Living Unit shall be no less than 3,000 square feet.

(i) All dwellings shall be constructed of stone, stucco, or brick usually used for outside wall construction ("Masonry"), or of such other materials as may be approved by the Architectural Control Committee, to the extent of 60% Masonry on the exterior of the house. Any accessory structures (including detached garages, pool houses, sheds, etc.) must be Masonry, of material and design similar to the house. HardiPlank™ or other similar fiber-cement material, sometimes known as "hardiboard" shall not constitute Masonry. Accessory buildings not to exceed six hundred (600) square feet. Construction on accessory buildings must be complete within 90 days. All accessory structures must be submitted to the Architectural Control Committee for approval.

(j) All Lots shall be kept orderly and substantially free of debris during construction of a house or other improvement on the Lot. If after ten (10) days prior written notice Owner shall fail to comply with this provision, then the Association shall have the easement, authority, and right to go onto said Lot for the purpose of cleaning said Lot and the costs thereof shall be assessed against the Lot of the offending Owner, who shall be given written notice thereof specifying the amount of assessment and demanding payment within thirty (30) days of said notice. The assessments together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessment occurred and may be enforced as set forth in Section 8 of Article IV above. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage or any renewals or extensions thereof existing prior to the assessment date.

(k) No fence, wall, or hedge shall be placed on any portion of the sites with a greater height than six feet (6'). Homeowner fences should be black decorative metal fencing or pipe and cable, or as approved by the Architectural Control Committee. Wood panel or picket fences are not allowed. Wood panel or picket fences are not allowed unless specifically approved in writing by the Architectural Control Committee. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach upon adjoining property or upon an easement, such encroachment shall be removed upon request of the owner of the adjoining property or at the request of the Architectural Control Committee.

(l) Cyclone fencing (chain link fencing), Wood panel and picket fences shall not be allowed on any portion of the property.

(m) Decorative Fencing as described in Article I, Section 3 will not be removed, painted, or otherwise modified except with the express written permission of the Architectural Control Committee.

(n) No fence shall be installed or otherwise constructed within ten (10) feet of any Decorative Fencing as described in Article I, Section 3 unless such fencing is constructed immediately adjacent to the Decorative Fencing. Placement of such adjacent fencing must be approved in writing by the Architectural Control Committee.

(o) All lots shall be used for single-family residential purposes only and no commercial use of any kind shall be permitted except businesses of a limited nature such as professional (legal, insurance, accounting, engineering, etc.) or limited hobby-type business, which business may not generate excessive traffic or otherwise disturb the general tranquility of the neighborhood.

(p) No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residence per lot, which residence may not exceed two and one-half (2-1/2) stories in height (excluding basements), one (1) detached private garage, and one (1) pool house as provided herein and approved by the Architectural Control Committee. No flat roof building, lean to, or other structure may be constructed on any Lot unless approved in writing by the Architectural Control Committee.

(q) On any Lot, the plate height of any accessory structure (detached garage, pool house, or other structure) may not be higher than the plate height of the 1st story of the single family residence on that Lot, when measured from the foundation of each structure.

(r) Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than two unrelated persons living together as a single housekeeping unit, together with any household servants.

(s) None of the Lots shall be subdivided into smaller lots.

(t) No animals, livestock, or poultry of any kind shall be raised, kept, or bred on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

(u) No noxious or offensive act or activity shall be allowed upon any Lots, nor shall anything be done thereon which may become a nuisance to the neighborhood.

(v) No sign shall be erected or maintained on any Lot except a "for sale" or "for rent" sign which sign shall not exceed twelve (12) square feet in size, a sign advertising the original Builder of a home while that home is under construction or for sale which shall not exceed twelve (12) square feet in size.

(w) The location and design of any proposed swimming pool, including fencing, pumps, backwash, and any other related paraphernalia must be approved in writing by the Architectural Control Committee.

(x) Any swimming pool built on a Lot shall be enclosed in its entirety by a wrought iron fence at least four (4) feet in height.

(y) Roofs shall be composition shingles (30-year guarantee minimum), wood shingles, slate, imitation slate, or clay or concrete roof tiles if compatible in color and texture with the prevailing roofing of homes within The Properties. Other roofing materials must be approved in writing by the Architectural Control Committee.

(z) Roofs shall have a minimum pitch of 8:12 unless approved in writing by the Architectural Control Committee or unless constructed with clay tile, in which case the roof must have a minimum pitch of 4:12.

(aa) No pole, mast, antenna, radio, television, satellite dish or other aerial shall be erected or maintained on any Lot. Exempt from this restriction are the commonly called "18 inch" satellite dish or microwave or other point to point wireless antennas, where such devices are used for television service or Internet connectivity, or other reasonable uses with a surface area of 400 square inches or less, or as approved by the Architectural Control Committee. Flag poles allowed for US Flag, TX state flag and US Military flag only, displayed following 4 U.S.C. Sections 5-10. Chapter 3100 Government Code. One flag pole allowed per lot, with maximum height of twenty feet (20'). Flag pole must be placed no closer than twenty five feet (25') from any property/boundary line. No flag larger than 4 x 6 ft.

(bb) The garage door of any house or residence within The Properties must open to the rear or side of the house or as approved by the Architectural Control Committee. A secondary garage with a single door may open to the front of the house if approved by the Architectural Control Committee.

(cc) Sporting, recreation, exercise and or play equipment, dog runs or other outdoor items shall be placed in the back or side yards of the Lots.

(dd) Any propane tanks or other tanks used for utilities or storage shall be located in the side yard or back yard of the lot and shall be buried or otherwise fully hidden from view through the use of landscaping or masonry.

(ee) The location of a water well on any Lot shall be on or about the location as approved by the Architectural Control Committee and by any required county or state agencies.

(ff) The wellhead for the water well on any Lot shall be wrapped in Masonry matching the house or shall otherwise be hidden from view as approved by the Architectural Control Committee.

(gg) A Lot or any portion of any Lot that is exposed to the public view must be maintained by the Owner in a neat and orderly fashion. In the event this restriction is not complied with, the Association has the right to cause this maintenance to be done at the expense of the Owner.

(hh) No Lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks, etc.

(ii) No outbuilding, shop trailer or residence of a temporary character shall be permitted. No building material of any kind shall be stored upon the lot until the Owner is ready to commence improvement.

(jj) No boats, trailers, house trailers, mobile home, camper, boat trailer or similar wheeled vehicle larger than a pickup truck shall be stored (except temporarily, not to exceed 72 hours) nearer to the street than the front of the Living Unit situated thereon. No boats, trailers, house trailers, mobile home, camper, boat trailer or similar wheeled vehicle shall be stored or parked on any Lot except in a closed garage or within the fenced, walled or enclosed portion of such Lot and in all cases must be well kept so as not to be an eyesore or to in any way detract from the general cleanliness of the subdivision.

(kk) No vehicle larger than a pickup truck or any vehicle of any size which transports inflammatory or explosive or hazardous cargo may be kept in The Properties at any time.

(ll) No inoperable vehicles shall be placed on the property unless stored in a garage.

(mm) No mailbox shall be installed without the prior approval of the Architectural Control Committee. Mailboxes must be wrapped in Masonry matching the house.

(nn) All driveways must be constructed of concrete and may provide access only to the street or streets to which the house fronts. No driveway or other entry/exit shall be



permitted along the back property line of any Lot. Each driveway must have a storm pipe under it at the borrow ditch.

(oo) The front, side, and back yards of each Lot on which a residential Living Unit is constructed shall contain an underground water sprinkler system for the purpose of providing sufficient water to preserve and maintain the landscaping in a healthy and attractive condition. The sprinkler system shall provide watering coverage to the front and side yards all the way to the street pavement, and to all side property lines.

(pp) Each Lot on which a Living Unit is constructed shall have landscaping in its front and side yards all the way to the street pavement and all the way to the side lot lines including, but not limited to, shrubs, flowers, trees, ground cover, and grass of a sufficient quality, quantity, and design to be compatible with the intent of the Parker County Bella Vista HOA, Inc.. Sod shall be used for grass on the front and side yards. Grass shall be planted or otherwise installed in the back yard sufficient to cause adequate coverage within one hundred twenty (120) days of planting. Landscaping shall also include at least four (4) trees in the front yard which the Owner must install or cause to be installed. Each tree shall have a trunk of at least 3" caliper when planted. Landscaping of a Lot shall be completed within one hundred twenty (120) days after the date on which the Living Unit is ninety percent (90%) complete. The Owners shall use reasonable efforts to preserve, keep, and maintain the landscaping in a healthy and attractive condition.

(qq) No existing trees shall be removed except by utility easements as required in furnishing of utility services, as required to erect a previously approved structure, or by express approval of the Architectural Control Committee.

(rr) Each Owner shall mow and maintain the landscaping and vegetation on his/her Lot (including the area between the street pavement and the Lot's property lines) in such a manner as to control weeds, grass, and/or other unsightly growth at all times, including, prior to building on the Lot. Prior to construction of any Living Unit, each Owner shall be required to mow and maintain the empty lot and shall not allow grass or other vegetation to grow beyond 12" in height. If after ten (10) days prior written notice Owner shall fail to (i) control weeds, grass and/or other unsightly growth; (ii) remove trash, rubble, building and construction debris; or (iii) exercise reasonable care or conduct to prevent or remedy an unclean, untidy, or unsightly condition, then the Association shall have the easement, authority, and right to go onto said Lot for the purpose of mowing and cleaning said Lot on each respective occasion of such mowing or cleaning, and the costs thereof shall be assessed against the Lot of the offending Owner, who shall be given written notice thereof specifying the amount of assessment and demanding payment within thirty (30) days of said notice. The assessments together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the person who was the owner of such Lot at the time when the assessment occurred and may be enforced as set forth in Section 8 of Article II above. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage or any renewals or extensions thereof existing prior to the assessment date.

(ss) Unless and until sewer service is available, each Lot on which a residential Living Unit is constructed shall contain an underground sewage treatment system (septic system), which shall be installed by an installation or maintenance company certified to perform such installations in Parker County, Texas, and which system shall be subject to the approval of the Architectural Control Committee. The location of the septic system shall be as approved by the Architectural Control Committee and by any required county or state agencies. The Association may contract with an aerobic system maintenance company to provide the maintenance to all such systems.

(tt) Each Owner of any Lot or Living Unit in The Properties shall maintain his Lot and shall construct and maintain all improvements thereon in accordance with the applicable ordinances and regulations of Parker County, Texas and such ordinances and regulations that apply to the extraterritorial jurisdiction of Annetta South, Texas.

(uu) The speed limit for the Parker County Bella Vista community is **25 MPH**.

(vv) No overnight parking of any vehicle allowed on Parker County Bella Vista streets.

(ww) Trash and/or recycle receptacles can be stored outside but must be concealed from street view. All receptacles must be concealed by landscaping, masonry, or approved decorative fencing. Garbage cans cannot be left on street longer than 24 hours.

## Article V Common Properties

**Section 1 Association to Maintain.** The Association shall maintain the Common Properties and any improvements and landscaping thereon in good repair. The Association shall also maintain the Common Properties to the extent the Board of Directors determines that such maintenance is desirable.

**Section 2 . Use of Common Properties at Own Risk.** Each Owner, by acceptance of a deed to a Lot, acknowledges that the use and enjoyment of any Common Properties including any recreational facilities involves risk of personal injury, death, or damage to property. Each Owner acknowledges, understands, and covenants to inform its tenants and all occupants of its Lot that the Association, its Board of Directors and committees are not insurers of personal safety and that each person using the Common Properties assumes all risks of personal injury, death, and loss of or damage to property, resulting from the use and enjoyment of any recreational facility or other portion of the Common Properties. Each Owner agrees that neither the Association, the Board of Directors and any committees shall be liable to such Owner or any person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment, or any other wrong or entitlement to remedy based upon, due to, arising from or otherwise relating to the use of any recreational facility or other portions of the Common Properties, including, without limitation, any claim arising in whole or in part from the negligence of the Association. THE FOREGOING RELEASE IS INTENDED TO RELEASE THE SPECIFIED PARTIES FROM LIABILITY FOR THEIR OWN NEGLIGENCE.

**Section 3 Condemnation of Common Properties.** In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Properties, the funds payable with respect thereto will be payable to the Association and will be used by the Association as the Board of Directors determines, in its business judgment, including, without limitation, (i) to purchase additional Common Properties to replace that which has been condemned, (ii) to reconstruct or replace on the remaining Common Properties any improvements that were on the condemned Common Properties, (iii) to pay for Common Expenses, or (iv) to be distributed to each Owner on a pro rata basis.

**Section 4 Damage to Common Properties.** If the Common Properties or improvements on the Common Properties are damaged and if there are insurance proceeds sufficient to repair such damage to its prior condition, then the Association shall cause such damage to be repaired or reconstructed unless there is a 67% or greater vote of Members who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present (all classes counted together) within 90 days after the loss not to repair or reconstruct. If said 67% vote is cast not to repair or reconstruct such damage and no alternative improvements are authorized, the damaged property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive condition. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association.

## ARTICLE VI Easements Rese..Ved

**a. Section 1** No shrubbery, fence, building or other permanent structure shall be erected or maintained within areas designated on any recorded plat of The Properties as utility, drainage, access, landscaping, or other easements, except as may be approved by the Architectural Control Committee and Parker County (if approval from Parker County is required by applicable law). The Association shall repair and maintain the exterior fence surrounding the Property as needed.

**ARTICLE VII**  
General Provisions

**Section 1 Duration.** The restrictions, covenants and conditions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of fifty-one percent (51%) of the Lots or Living Units has been recorded, agreeing to eliminate or change said restrictions, covenants, and conditions in whole or in part; provided, however, that no such agreement to eliminate or change shall then be effective unless made and recorded one (1) year in advance of the effective date of such change and unless written notice of the proposed agreement is then sent to every Owner at least thirty (30) days in advance of any action taken.

**Section 2 Invalidation and Severability.** The invalidation by any Court of any reservation, covenant, and restriction herein or in any contract or deed contained shall not impair the full force and effect of any other reservation, covenant or restriction contained herein.

**Section 3 Acceptance of Declaration.** The provisions hereof are hereby made a part of each contract and deed in respect of any Lot to the same effect as if fully set forth therein, and each such contract and deed shall conclusively be held to be executed, delivered, and accepted upon and subject to the provision and conditions set forth herein.

**Section 4 Interpretation.** This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for The Properties.

**Section 9 Notices.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

**Section 10 Enforcement; Attorney's Fees.** Enforcement of these restrictions, covenants and conditions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such restrictions, covenants, and conditions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. This Declaration is not to be enforced by the Parker County Commissioner's Court. Failure by the Association or any Owner to enforce any restriction, covenant, or condition herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any controversy, claim, or dispute arises relating to this instrument, its breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and court costs.

**Section 11 Amendments not withstanding anything herein above,** Parker County Bella Vista HOA, Inc. at its sole discretion, may amend or change these covenants and restrictions with the consent of at least fifty-one percent (51%) of the outstanding votes of the Association.

**Section 12 Rules and Regulations.** Parker County Bella Vista HOA, Inc. may adopt certain reasonable rules and regulations, together with sanctions for the violation thereof, to insure maintenance of the character and quality of Bella Vista in harmony with the guidelines set forth in this Declaration. From time to time, the Association may amend or vary such rules and regulations according to the Bylaws of the Association.

**Section 13 Not a Condominium.** This document does not and is not intended to create a condominium within the meaning of the Texas Uniform Condominium Act, Tex. Prop. Code Ann., Section 82.001, et seq.

**Section 14 Disclaimer Regarding Security.** The Association shall not in any way be considered insurers or guarantors of security within The Properties, nor shall the Association be

held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system can not be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants, invitees and licensees that the Association, its Board of Directors and committees are not installers and that each person using any portion of The Properties assumes all risks for loss or damage to persons, to Lots and to the contents of Lots resulting from acts of third parties.

**Section 15 Remedies.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity, including, without limitation, an action for injunctive relief, it being acknowledged and agreed that a violation of the covenants, conditions and restrictions contained herein could cause irreparable injury to the other Owners and/or other Owner's remedies at law for any breach of the Owner's obligations contained herein would be inadequate. Enforcement may be commenced by the Association, or any Owner against any person or persons violating or attempting to violate them, and failure by the Association, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The rights created herein are unique and enforceable by specific performance. Any individual Owner's right to enforce these covenants and restrictions shall be limited by Article m, Section 5, above.

**Section 16 No Warranty of Enforceability.** While Parker County Bella Vista HOA, Inc. has no reason to believe that any of the restrictive covenants or other terms or provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Parker County Bella Vista HOA, Inc. makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants. Any Owner acquiring a Lot in the Development in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold the Association and the Committee harmless there from. Parker County Bella Vista HOA, Inc. shall not be responsible for the acts or omissions of any individual, entity or other Owners.

**Section 17 Residential Construction Liability Act.** Without waiving any rights under law or equity, all Owners acknowledge, covenant and agree that residential construction defect claims regarding any Home against the Developer or any homebuilder in Texas are controlled by the Texas Residential Construction Liability Act (Tex. Prop. Code §27.001 et seq., as amended) which preempts the Texas Deceptive Trade Practices Act (Tex. Bus. & Com. Code § 17.41 et seq., as amended) and any other law.

**Section 18 Universal Easements.** The Owner of each Lot is hereby granted an easement not to exceed one (1) foot in width over all adjoining Lots for the purpose of accommodating any encroachment or protrusion due to engineering or fence line errors, errors in original construction, surveying, settlement or shifting of any building, or any other cause. There shall be easements for the maintenance of said encroachment, protrusion, settling or shifting; provided, however, that in no event shall an easement for encroachment or protrusion be created in favor of an Owner or Owners of said encroachment or protrusion occurred due to willful misconduct of said Owner or Owners. In addition, the Owner of each Lot is hereby granted an easement for encroachments not to exceed one (1) feet in width by misplaced fences or fence lines and overhanging roofs, eaves or other improvements as originally constructed over each adjoining Lot and for the maintenance thereof. Each of the easements herein above referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to each affected Lot and shall pass with each conveyance of said Lot.

**Section 19 Soil Movement.** EACH OWNER IS HEREBY NOTIFIED THAT THE SOIL COMPOSITION AND CONDITION OF THE LOTS MAY RESULT IN THE SWELLING AND/OR CONTRACTION OF THE SOIL IN AND AROUND THE LOT IF THE OWNER OF THE LOT DOES NOT EXERCISE THE PROPER CARE AND MAINTENANCE OF THE SOIL REQUIRED TO PREVENT SOIL MOVEMENT.

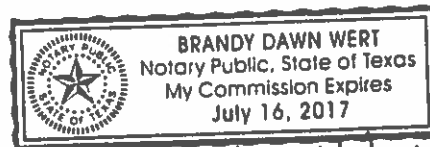
If the Owner fails to exercise the necessary precautions, damage, settlement, movement or upheaval to the foundation may occur. Owners are highly encouraged to install and maintain a full irrigation system around the home to ensure even, proportional, and prudent watering around the foundation.

Accordingly, by each Owner's acceptance of a warranty deed to any Lot, each Owner, on behalf of Owner and Owner's representatives, successors and assigns, hereby acknowledge that the developer, Declarant, all homebuilders in the Development, the Association, and Architectural Control Committee shall not be responsible or liable for any damage, settlement, movement or upheaval to the foundation or any other part of the residence constructed on said Lot and hereby releases and forever discharges; developer, all homebuilders in the Development, Declarant, Association, and Architectural Control Committee, and their respective shareholders, members, officers, directors, partners, employees, agents, representatives, affiliates, attorneys, successors and assigns, of and from any and all claim for the relief and/or causes of actions, liabilities, damages and claims whatsoever, known or unknown, direct or indirect, arising from or relating to the foundation and/or the residence constructed upon the Lot, including but not limited to any damage thereto caused by and/or related in any fashion to the soil condition upon which the same are constructed, the presence of groundwater and any other subsurface condition affecting the Lot and/or from the failure or improper or uneven watering of the Lot, inadequate grading or drainage facilities to carry water away from the foundation, or planting of improper vegetation near the foundation or any action which affects the drainage of the Lot.

The Owner of any Lot, and the Owner's legal representatives, successors and assigns, shall assume all risk and consequences to the residential structure, including but not limited to those arising or relating to the subsurface and surface soil condition in and around the Lot, the failure of the Owner or any other person or entity to exercise prudent maintenance procedures and/or the Owner's negligence in protecting and maintaining the integrity of the foundation and structure of the residence.

Jennifer Collins  
President, Parker County Bella Vista HOA, Inc.

Stephanie Bohannon  
148 Solano Circle  
Aledo TX 76008



Brandy Wert  
3-31-15

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

Jeane Brunson

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04/13/2015 11:49 AM  
Fee: 74.00  
Jeane Brunson, County Clerk  
Parker County, Texas  
RESTRICT



STATE OF TEXAS        §  
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 COUNTY OF PARKER    §

**AMENDMENT TO THE  
 DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS FOR THE  
 PARKER COUNTY BELLA VISTA HOMEOWNERS' ASSOCIATION, INC.**

This **Amendment to the Declaration of Restrictions, Covenants and Conditions for the Parker County Bella Vista Homeowners' Association, Inc.** ("Amendment") is made by the Parker County Bella Vista Homeowners' Association, Inc. ("HOA") to be effective from and after September 11, 2016 ("Effective Date").

**WHEREAS**, pursuant to Section 11 of Article VII (General Provisions) of the Declaration of Restrictions, Covenants and Conditions for the Parker County Bella Vista Homeowners' Association, Inc. ("Declaration"), the HOA, at its sole discretion, may amend the covenants and restrictions with the consent of at least fifty-one percent (51%) of the outstanding votes of the HOA; and

**WHEREAS**, at a duly held meeting of the HOA on September 11, 2016, the HOA voted in the affirmative to amend the Declaration as provided herein.

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:**

That for and in consideration of the covenants contained herein, the mutual benefits to be obtained hereby and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the HOA wishes to amend the Declaration as follows:

1. **Amendment to Declaration, Article IV (Restrictive Covenants), Section (pp)**. Section (pp) of Article IV (Restrictive Covenants) shall be hereby amended for all purposes to read as follows:

*(pp)* Each Lot on which a Living Unit is constructed shall have landscaping in its front and side yards all the way to the street pavement and all the way to the side lot lines including, but not limited to, shrubs, flowers, trees, ground cover, and grass of a sufficient quality and design to be compatible with the intent of the Parker County Bella Vista HOA, Inc. A well maintained turf grass shall be used for grass on the front and side-yards. Grass shall be planted or otherwise installed in the back yard sufficient to cause adequate coverage within one hundred twenty (120) days of planting. Landscaping shall also include at least four (4) trees in the front yard, which the Owner must install, or cause to be installed. Each tree shall have a trunk of at least 3" caliper when planted. Landscaping of a Lot shall be completed within one hundred twenty (120) days after the date on which the

Living Unit is ninety percent (90%) complete. The Owners shall use reasonable efforts to preserve, keep, and maintain the landscaping in a healthy and attractive condition.

2. **Amendment to Declaration, Article IV (Restrictive Covenants), Section (ww).** Section (ww) of Article IV (Restrictive Covenants) shall be hereby amended for all purposes to read as follows:

(ww) Trash and/or recycle receptacles may be stored outside on the side of the house in a neat and orderly manner. Receptacles shall not be left on street longer than 24 hours.

3. **Amendment to Declaration, Article IV (Restrictive Covenants), Section (xx).** Section (xx) of Article IV (Restrictive Covenants) shall be hereby adopted and added for all purposes to read as follows:

(xx) The lease, sublease and/or rental of any lot in Bella Vista is strictly prohibited. No lot may be leased, subleased or rented at any time to a third party. For the purposes of this prohibition, "Third Party" shall be defined as any person who is not a "member" as that term is defined by the Declaration. Any member engaged in the lease, sublease or rental of their lot as of the Effective Date of the Amendment shall be allowed to continue their lease, sublease or rental until the term of the lease, sublease or rental under which their Lot is occupied expires. The recording of this Amendment shall serve as notice to any future member of the prohibition stated herein. However, any member engaged in the lease, sublease or rental shall, upon the sale of their Lot, notify the potential title holder that no Lot within Bella Vista may be leased, subleased or rented at any time to a Third Party. Any violation of this provision shall be punishable by a \$1000 fine and/or the filing of a lien against the Lot in violation. This remedy shall not affect or limit any other remedy available to Bella Vista at law or in equity.

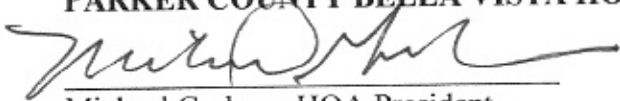
4. **Defined Terms/Ratification of Declaration.** Any term not defined herein shall be deemed to have the same definition identified in the Declaration. Except as expressly amended herein, all of the terms, provisions, covenants, and conditions of the Declaration are hereby ratified and confirmed and shall continue in full force and effect.

5. **Authority to Execute.** The individual executing this Amendment represents and warrants that they are empowered and duly authorized to execute this Amendment on behalf of the party they represent.

6. **Entire Agreement/Amendment.** The Declaration and this Amendment embody the entire agreement; in the event of a conflict between the Declaration and this Amendment, this Amendment shall control.

IN WITNESS HEREOF, the parties have executed this Amendment to the Declaration, as reflected by the signatures below.

**PARKER COUNTY BELLA VISTA HOA**



Michael Graham, HOA President

Date: 11/30/2016

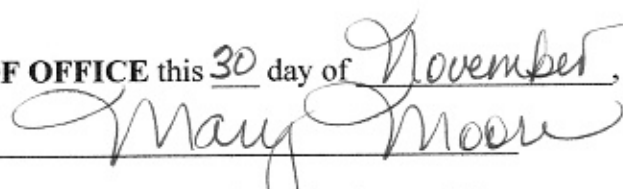
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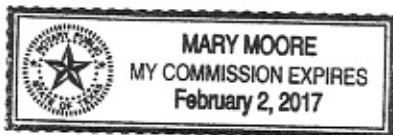
**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Michael Graham**, Parker County Bella Vista HOA, President, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this 30 day of November, 2016.



Notary Public In and For the State of Texas

My commission expires: 2/2/2017



**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS



201627335  
12/01/2016 11:25 AM  
Fee: 34.00  
Jeane Brunson, County Clerk  
Parker County, Texas  
AMENDMENT