



THE LAKES OF BELLA TERRA
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

STATE OF TEXAS §

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF FORT BEND §

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 29th day of December, 2006, by L.O.B. LIMITED PARTNERSHIP, a limited partnership formed pursuant to the applicable provisions of the Texas Revised Limited Partnership Act (hereinafter sometimes referred to as "Declarant"),

WITNESSETH:

WHEREAS, the Declarant is the owner of the land within Lakes of Bella Terra, a subdivision of land in Fort Bend County, Texas, which presently is composed of Section One (1) through and including Section Eight (8), according to the plats thereof recorded in the Map Records of Fort Bend County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Property"); and

WHEREAS, it is the desire and intention of Declarant to restrict said Property according to a common plan as to use, permissible construction, and common amenities so that all land within the Property shall be benefited and each successive owner of all or a part of said land shall be benefited by preserving the values and the character of said land; and

WHEREAS, Declarant desires to take advantage of the geographical features of the Property and proposes to establish a residential living environment which is dependent upon and in furtherance of aesthetic considerations in order to create a residential community having common areas, facilities and landscaping, and to provide for the maintenance, repair, operation and improvement of same; and, to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, to be binding upon each owner of a Lot or Lots within the Property, and which restrictions, covenants and conditions will also comply with the requirements of local governmental authorities and the zoning and subdivision ordinances and regulations of Fort Bend County, Texas; and

WHEREAS, Declarant has deemed it desirable, and in the best interests of the residents and future residents of the Property, for the efficient preservation of the values and amenities in the Property and the maintenance, repair, operation and improvement of the common areas, facilities and landscaping, to create an entity to which would be delegated and assigned the powers of maintaining and administering same and enforcing these restrictions, covenants, easements, charges and liens, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused to be incorporated The Lakes of Bella Terra Community Association, a Texas non-profit corporation, and has designated it as such entity; and

NOW, THEREFORE, Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declare that the Property, including such additions thereto as may hereafter be made pursuant to Article 1, Section 3 hereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, which shall run with the land and shall be binding upon all parties having any right, title, or interest in or to the Property, or any part thereof, and their heirs, successors, representatives and assigns. The covenants, conditions, restrictions, easements, charges and liens hereinafter set forth are covenants running with the land at law as well as in equity.

ARTICLE I.

GENERAL

Section 1. Definitions. The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

- a. "Area" shall mean and refer to, when followed by a Roman numeral, a specific location which shall have been described and defined either in Section 2 of this Article I or in one of the Supplementary Declarations provided for in Section 3 of this Article I.
- b. "Association" shall mean and refer to The Lakes of Bella Terra Community Association, Inc., a Texas non-profit corporation, which will have the power, duty and responsibility of maintaining and administering the Common Areas, Common Facilities, Common Personalty, Detention Areas and all Landscaping in the Common Areas, and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing the assessments and charges hereinafter prescribed.
- c. "Builder" shall mean and refer to any person or entity undertaking the construction of a residence on a Lot.
- d. "Common Areas" shall mean and refer to areas of land owned, leased or used by the Association, and/or easement areas for walls or fences, lakes/detention areas, entryways, access or walkways, recreational facilities, and other purposes benefiting the Members, including any improvements and landscaping located thereon, for the common use, enjoyment and benefit of the Members of the Association.
- e. "Common Facilities" shall mean and refer to the recreational buildings and appurtenances, fountains, entry systems, walls, fences, control facilities, parking

areas, irrigation systems, lighting facilities, flagpoles, identification markers, playground and appurtenances, swimming pool, facilities associated with the lakes/detention areas, and the like owned, leased or used by the Association in fulfilling its duties and for the benefit of all Members of the Association or the like located within the Common Areas.

- f. "Common Personal Property" shall mean and refer to any and all items of personal property owned or leased by the Association for the benefit of all Members or used by the Association in fulfilling its functions and carrying out its duties and purposes hereunder.
- g. "Declarant" shall mean and refer to L.O.B. LIMITED PARTNERSHIP and its successors and assigns provided that an assign is designated in writing by L.O.B. Limited Partnership as an assign of all, or part, of the rights of Declarant.
- h. "Gated Community" shall mean that portion of the Subdivision that has its own access control device.
- i. "Landscaping" shall mean and refer to growing plants, including grass, plants, vines, ground cover, trees, hedges, shrubs, flowers and the like.
- j. "Lot" shall mean and refer to any parcel, plot or tract of land identified by a lot and block number as shown upon any recorded subdivision map, plat, replat, or revision of the Property, as said recorded subdivision maps or plats may be amended and revised from time to time.
- k. "Member" shall mean and refer to each owner of a Lot or an undivided interest therein, who shall be a Member of the Association as provided in Article II hereof.
- l. "Occupant" shall mean and refer to any person occupying or otherwise using a Lot and/or any house or dwelling situated on such Lot (including lessees).
- m. "Owner" shall mean and refer to the owner of record (including Declarant), whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.
- n. "Property" shall mean and refer to the real property (including improvements) described in Section 2 of this Article I, and additions thereto, as are subjected to this Declaration or any Supplementary Declaration under the provisions of Section 3 of this Article.

Section 2. Property Subject to Declaration. The real property covered by this Declaration is all property in The Lakes of Bella Terra, a subdivision in Fort Bend County, Texas, according to the plats of Sections One (1) through Eight (8) thereof recorded in the Map Records of Fort Bend County, Texas. For purposes of this Declaration such real property is

designated as Area I. All of the Property and any right, title or interest therein shall be owned, held, leased, sold, transferred and/or conveyed by Declarant, and any subsequent owner of all or any part thereof, subject to this Declaration and the covenants, restrictions, conditions, easements, charges and liens set forth herein. The covenants, restrictions, conditions, easements, charges and liens herein set forth are covenants running with the land at law as well as in equity, and shall constitute a general plan for the benefit of and be enforceable by all present and future Owners of any Lot or Lots in the Property and their heirs, personal representatives, successors and assigns, as well as by Declarant and the Association.

Section 3. Additional Property Subject to Declaration. Additional property may be added to, or made subject to this Declaration and the covenants, restrictions, conditions, easements, charges and liens set forth herein, in the following manner:

- a. If Declarant, or any other person, firm or corporation owned or controlled by Declarant are the owners of any property which they desire to add to the scheme of this Declaration, they may do so by filing of record a Supplementary Declaration, which shall extend the scheme of this Declaration and the covenants and restrictions set forth herein to such property, PROVIDED HOWEVER, that such covenants and restrictions as applied to the property which is so added may be altered or modified by said Supplementary Declaration, and PROVIDED FURTHER, if property is proposed to be added to the scheme of this Declaration by any person, firm or corporation not owned or controlled by Declarant, the Association, acting through its Board of Directors, must give written consent thereto. Property may be added to the scheme of this Declaration regardless of whether or not such property or properties are contiguous to the Property. Each Supplementary Declaration shall include a geographical description of the property added and shall designate said area with the term "Area" followed by a Roman number so as to differentiate each respective area from other areas within the Property.
- b. Upon a merger or consolidation of the Association with another association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the Property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, restrictions, easements, charges and liens established by this declaration with the Property together with the covenants, restrictions, easements, charges and liens established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants, restrictions, easements, charges and liens established by this Declaration pertaining to the Property except as hereinafter provided.

ARTICLE II.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Each and every person, persons, or legal entity who shall own any Lot in the Property, shall automatically be, and must remain, a Member of the Association. Such membership shall be appurtenant to each Lot and may not be served from or held separately therefrom. PROVIDED, that any person or entity who holds such an interest merely as security for the performance of any obligation shall not be a Member.

Section 2. Classes of Members. The Association shall have two classes of membership:

Class A. Class A Members shall be all those persons or legal entities who own a Lot with the exception of Declarant. After the conversion Date (hereinafter defined), Declarant shall also become a Class A Member to the extent that Declarant is the Owner of one or more Lots. When two or more persons or entities hold undivided interests in any Lot, all such persons or entities shall be Class A Members, and the vote for such Lot owned by such Members shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to each Lot in which such Members own undivided interests.

Class B. The Class B Member shall be Declarant or its successor or assign. The Class B membership of Declarant shall cease and become converted to Class A membership upon the occurrence of the earlier of the following (the "Conversion Date"):

- a. At December 31, 2020; or
- b. Upon the sale by Declarant to one or more Builder of all Lots within the Property; or
- c. Such earlier date as may be established by Declarant in a written instrument recorded by Declarant in the Official Public Records of Real Property of Fort Bend County, Texas.

Section 3. Voting Rights. The Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. Prior to the Conversion Date, the Class B Member shall be entitled to twenty (20) votes for each Lot it owns. From and after the Conversion Date, the Class B Member shall be entitled to one (1) vote for each Lot in which it holds the interest required for Association membership. As stated hereinabove, where more than one person or entity holds such interest in any Lot, all such persons shall be Members, and the vote for such Members shall be exercised as the several parties shall determine among themselves.

Section 4. Termination of Membership. The membership of a person or entity in the Association shall terminate automatically whenever such person or entity ceases to be an Owner, except that such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with the Association or this Declaration during the period of ownership, nor impair any rights or remedies which the Association or any other owner has with regard to such former Owner.

ARTICLE III.

ASSESSMENTS

Section 1. Covenants for Assessments. The Declarant, for each Lot owned by it within the Property (being all Lots within the Property), hereby covenants to pay and each purchaser of any such Lot by acceptance of a deed therefore, 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) Regular Annual Assessments or charges (as specified in Section 3 of this Article III); (2) Gated Annual Assessments (as specified in Section 4 of this Article III); (3) Special Assessments (as specified in Section 5 of this Article III), and (4) Special Member Assessments (as specified in Section 6 of this Article III), all of such assessments to be fixed, established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of protecting and promoting the comfort, collective mutual enjoyment, health and welfare of the Owners of the Property, or any part thereof, and for carrying out the purposes of the Association as stated in its Articles of Incorporation and this Declaration. The judgment of the Board of Directors of the Association in determining the functions to be performed by the Association, in determining the amount of Regular Annual Assessments, special Assessments and Special Member Assessments, and in the expenditure of funds shall be final and conclusive so long as its judgment is exercised in good faith.

Section 3. Regular Annual Assessments. Each Owner of a Lot shall pay Regular Annual Assessments to the Association.

a. Purpose. Regular Annual Assessments shall be levied upon each Lot to provide funds for the use and benefit of the Owners in the Property. Regular Annual Assessments may be used to finance in particular, but not by way of limitation, the following:

- (1) Operation, maintenance, repair, replacement and improvement of the Common Areas, the Common Facilities, Common Personal Property, Detention Areas and all Landscaping in the Common Areas, including funding of appropriate reserves for future repair, replacement and improvement of same;
- (2) Payment of taxes and premiums for insurance coverage;

- (3) Paying the cost of labor, equipment (including expense of leasing any equipment) , material, and any associated management or supervisory services and fees required for management and supervision of the Common Areas, Common Facilities, and Common Personal Property;
- (4) Paying the cost and fees of a manager or firm retained to carry out the duties of the Association or to manage the affairs and property of the Association;
- (5) Designing, purchasing and installing any improvements to the Common Areas;
- (6) Mowing and routine maintenance of the Common Areas;
- (7) Removing debris from the Common Areas;
- (8) Repairing all areas of erosion within the Common Areas;
- (9) Lighting, improving and maintaining streets, alleyways, sidewalks, and paths in the Property;
- (10) Collecting and disposing of trash, garbage, ashes, rubbish and other similar materials;
- (11) Payment of legal fees and expenses incurred to collect assessments and enforce this Declaration and to pursue or defend any legal or administrative action;
- (12) Employing policemen or watchmen and/or guard service;
- (13) Payment of any expenses necessary for the Association or the Subdivision;
- (14) Payment of and providing for access control;
- (15) Carrying out the duties of the Board of Directors of the Association; and
- (16) Carrying out such purposes of the Association as generally benefit all Members of the Association.

- b. Basis for Assessment. Subject to the provisions of Section 5 below, Regular Annual Assessments shall be levied against each Lot by the Board of Directors of the Association on an annual per lot basis. The square footage contained in each Lot or within each house and/or dwelling shall not be considered. After consideration of current costs and future needs of the Association, the Board shall fix the Regular Annual Assessment at any amount not in excess of the hereinafter stated maximum.

- c. Maximum Annual Assessment. Until December 31, 2007 the maximum Regular Annual Assessment shall be \$900.00 for each Lot. From and after January 1, 2008, the maximum Regular Annual Assessment may be increased each year not more than ten percent (10%) (such percentage may be cumulative from year to year) above the maximum assessment for the previous year by the Board of Directors of the Association without a vote of the Members. The maximum Regular Annual Assessment may be increased above such amount with the approval of a majority of the total eligible votes of each class of the membership of the Association by Members voting in person or by proxy at a meeting called for such purpose.
- d. Lots owned by Declarant and Builders. Lots owned by the Declarant shall be subject to the obligation of payment of Regular Annual Assessments only at the rate of 25% of the amount assessed against the Lots owned by Class A Members. Lots owned by a Builder shall be subject to the obligation of payment of Regular Annual Assessments at the rate of 50% of the amount assessed against the Lots owned by the Class A Members who are not Builders until the earlier to occur of: (i) the expiration of the 12 month period after the purchase of each Lot by a Builder; or (ii) the sale of a Lot from a Builder to a Class A Member. Thereafter, the Regular Annual Assessment shall be paid for such Lots.

Section 4. Gated Annual Assessments. Each Owner of a Lot within a Gated Community shall pay Gated Annual Assessments to the Association.

- a. Purpose. Gated Annual Assessments shall be levied upon each Lot within a Gated Community to provide funds for the use and benefit of the Owners in the Gated Community. Gated Annual Assessments may be used to finance the following:
 - (1) Operation, maintenance, repair, replacement and improvement of the Common Areas, the Common Facilities, Common Personal Property, and all Landscaping in the Common Areas that are located within the Gated Community, including funding of appropriate reserves for future repair, replacement and improvement of same.
 - (2) Paying the cost of labor, equipment (including expense of leasing any equipment) and material, required for the Common Areas, Common Facilities, and Common Personal Property within the Gated Community.
 - (3) Designing, purchasing and installing any improvements to the Common Areas within the Gated Community;
 - (4) Mowing and routine maintenance of the Common Areas within the Gated Community;
 - (5) Removing debris from the Common Areas within the Gated Community;

- (6) Repairing all areas of erosion within the Common Areas within the Gated Community;
 - (7) Improving and maintaining the private streets within the Gated Community; and
 - (8) Payment of and providing for access control of the Gated Community.
- b. Basis for Assessment. Subject to the provisions of Section 5 below, Gated Annual Assessments shall be levied against each Lot within the Gated Community by the Board of Directors of the Association on an annual per lot basis. The square footage contained in each Lot or within each house and/or dwelling within the Gated Community shall not be considered. After consideration of current costs and future needs of the Association, the Board shall fix the Gated Annual Assessment at any amount not in excess of the hereinafter stated maximum.
 - c. Maximum Annual Assessment. Until December 31, 2007, the maximum Gated Annual Assessment shall be \$275.00 for each Lot. From and after January 1, 2008, the maximum Gated Annual Assessment may be increased each year not more than ten percent (10%) (such percentage may be cumulative from year to year) above the maximum assessment for the previous year by the Board of Directors of the Association without a vote of the Members. The maximum Gated Annual Assessment may be increased above such amount with the approval of a majority of the total eligible votes of each class of the membership of the Association by Members voting in person or by proxy at a meeting called for such purpose.
 - d. Lots Owned by Builders. Lots owned by a Builder shall be subject to the obligation of payment of Gated Annual Assessments at the rate of 50% of the amount assessed against the Lots owned by the Class A Members who are not Builders until the sale of a Lot from a Builder to a Class A Member. Thereafter, the Gated Annual Assessment shall be paid for such Lots.

Section 5. Special Assessments. In addition to the annual assessments authorized by Section 3 hereof, the Association may, by vote of its members as set out in Section 7 hereof in any year or years, levy Special Assessments.

- a. Purpose. Special Assessments may be levied for the following purposes:
 - (1) Defraying the cost of any new construction or reconstruction, unexpected repair or extraordinary maintenance, or replacement of capital improvements for and within the Detention Areas, Common Areas, Common Facilities, and Common Personalty, including the necessary fixtures and personal property related thereto;

- (2) Responding to unusual or emergency needs of the Association as a whole as may be expected to occur from time to time;
- (3) Satisfying the obligation and responsibility of replenishing all or part of any escrow funds held by any other third party which have been withdrawn to pay for obligations incurred or assumed by the Association under agreements with such third party and/or any other governmental authorities;
- (4) Indemnifying a director, officer, agent or employee of the Association pursuant to the indemnification provisions of the Articles of Incorporation and Bylaws of the Association or this Declaration;
- (5) Carrying out any other purposes that benefit the Association as a whole as stated in its Articles of Incorporation, Bylaws or as stated herein.

- b. Basis for Assessment. Special Assessments shall be allocated and prorated among the Owners at the date each such Special Assessment is levied in the same manner as Regular Annual Assessments are allocated and prorated among the Lots pursuant to Section 3 of this Article.

Section 6. Special Member Assessments. In addition to the Regular Annual Assessments and any Special Assessments authorized in this Article III, the Association, by vote of its Board of Directors, may levy a Special Member Assessment in accordance with, and as provided in Section 2 of Article VII hereof and the Bylaws of the Association, as such Bylaws presently exist or are subsequently modified or amended.

Section 7. Vote Required for Special Assessments. The Special Assessments authorized by Section 4 hereof must be approved by two-thirds (2/3rds) of the total eligible votes of the Class A Members and by two-thirds (2/3rds) of the Class B Members by Members voting in person or by proxy, at a meeting duly called for such purpose, a written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of such meeting.

Section 8. Commencement Date of Annual Assessments. The first Regular Annual Assessment provided for herein shall commence on a date in 2006 fixed by the Board of Directors of the Association and shall continue thereafter from year to year. The assessment for 2006 shall be adjusted according to the number of months remaining in such year and shall be due and payable thirty (30) days after notice of assessment is sent to the owners of the Lots.

Section 9. Due Date of Assessments. On or before November 30 of each year commencing November 30, 2006 the Board of Directors shall fix the Regular Annual Assessment for the following calendar year which shall become due and payable on January 1 of such year and delinquent if not paid by February 1 of such year. The due date of any Special Assessments under Section 5 hereof or of any Special Member Assessment under Section 6 hereof shall be fixed in the resolution authorizing such assessment.

Section 10. Owner's Personal Obligation for Payment of Assessments. The Regular Annual Assessments and all Special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such assessments. No Owner may, for any reason, exempt himself from liability for such assessments. In the event that any assessment or installment thereof is not paid when due, then the unpaid amount of any such assessment or installment thereof shall become delinquent and shall, together with interest thereon as herein provided and costs of collection thereof, be a continuing personal obligation and debt of the non-paying owner secured by the continuing lien imposed by this Declaration on the Lot, including all improvements thereon, to which such assessment or installment thereof pertains.

The obligation of any Owner to pay any assessment imposed on a Lot during such owner's period of ownership shall remain such Owner's personal obligation, and a sale or other transfer of title to such Lot shall not release such former Owner from said liability notwithstanding an assumption of liability by the purchaser or transferee. The lien imposed by this Declaration for any unpaid assessments shall be unaffected by any sale or transfer of full or partial ownership interests in a Lot, or portion thereof, and shall continue in full force and effect.

The unpaid amount of any assessment shall bear interest from its due date at eighteen percent (18%) per annum or the maximum legal rate of interest then prevailing, whichever is less. In addition, the Board of Directors of the Association may elect to impose a late fee of not more than ten percent (10%) of the unpaid assessment and to retain the services of an attorney of its choice for the purposes of collecting any unpaid assessment and interest charges thereon, and/or to foreclose the lien imposed by this Declaration against the property subject thereto and/or to pursue any other legal or equitable remedy which the Association may have and there shall be added to the amount of the unpaid assessment and interest charges thereon, and any and all collection costs incurred by the Association, whether judicial or non-judicial, and including, but not limited to, reasonable attorney's fees and costs of legal suit.

Section 11. Assessment Lien and Foreclosure. Declarant hereby imposes upon each and every Lot of land within the Property a continuing lien enforceable by the Association to secure the payment to the Association of the Regular Annual Assessments, Special Assessments and Special Member Assessments (together with interest, late fees and the cost of collection, including reasonable attorneys' fees as provided in Section 10 hereof) attributable to the Owner of that Lot of land in the Property (the "Association's Lien"). Each Owner of each Lot, by acceptance of the deed for the Lot and whether or not it shall be so expressed in such deed, is deemed to covenant and agree to accept such Lot subject to the Association's Lien. Each Owner of each Lot, by acceptance of the deed for the Lot and whether or not it shall be so expressed in such deed, hereby expressly vests in the Board of Directors of the Association, or its agents, the right and power to bring all actions against each such Owner personally for the collection of all such assessments as a debt and to enforce the aforesaid Association's Lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code, as same presently exists or as it is subsequently amended; and each such owner hereby expressly grants to the Board of Directors of the Association a power of sale in connection with said Association's Lien. The Board of Directors of the Association may designate a trustee in writing from time to time to post or cause to be

posted the required notices and to conduct such non-judicial foreclosure sale. The trustee may be changed at any time and from time to time by an instrument in writing signed by the President or a Vice-President of the Association and attested by the Secretary or any Assistant Secretary of the Association and filed for record in the official public records of real property of Fort Bend County, Texas. The initial designation of a trustee by the Board of Directors of the Association shall be by an instrument in writing that is executed and filed in the same manner as an instrument changing the designated trustee. In any foreclosure proceedings, whether judicial or non-judicial, the owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred by the Association, and the Association shall have the right and power to bid on the property being foreclosed. The aforesaid Association's Lien shall be superior to all other liens and charges against the Property, except only for ad valorem tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the improvement and/or purchase of the property in questions, to which said liens the Association's Lien shall be subordinate and inferior. Provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a foreclosure sale (whether public or private) of any such Lot pursuant to the terms and conditions of any such mortgage or deed of trust. Any foreclosure and sale of a Lot pursuant to said superior liens shall not relieve any such Lot's Owner of personal liability for the sums owing under this Article nor the new Owner thereof from liability for the amount of any assessments thereafter becoming due nor from the continuing lien imposed hereby securing payment of any such subsequent assessments. The Association, acting through its Board of Directors, shall have the power to subordinate the aforesaid Association's Lien to any other lien.

Section 12. Common Properties Exempt. The Common Areas and any common property of any other association which may merge or consolidate with the Association, and any common properties contained or defined within a Supplementary Declaration filed as provided in Article I, Section 3 of this Declaration, and all portions of the Property owned by or otherwise dedicated to any political subdivision, shall be exempted from the assessments and liens created herein.

Section 13. Certificate of Payment. The Board of Directors of the Association shall, upon the request of an owner and the payment of a reasonable charge established by said Board, cause to be furnished to any such Owner liable for assessments, a certificate in writing signed by an officer of the Association setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of the payment of any assessments therein stated to have been paid.

ARTICLE IV.

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Designation of Committee. The Association shall have an Architectural Control Committee appointed by the Board of Directors, which shall consist of three (3) members who shall be natural persons, and who need not be Members of the Association. Members of the Board of Directors may also be members of the Architectural Control Committee. Until the Conversion Date the appointment of the members of the Architectural Control Committee must be approved by Declarant and any and all members of such committee may be removed by the Board of Directors and/or the Declarant without cause. After such date, the Board of Directors shall have the exclusive right and power at any time and from time to time to appoint, remove and fill vacancies on the Architectural Control Committee.

Section 2. Function of Architectural Control Committee. No Improvement, as that term is hereinafter defined, shall be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any Lot until plans and specifications, in such form and detail as the Architectural Control Committee may deem necessary, have been submitted to and approved in writing by such committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

Section 3. Content of Plans and Specifications. The plans and specifications of all Improvements required by the Architectural Control Committee to be submitted and approved will include, without limitation, the following:

- a. A topographical plot showing existing contour grades and showing the location of all improvements, structures, walks, patios, driveways, fences and walls. Existing and finished grades shall be shown at Lot corners and slab elevations for the proposed improvements. Lot drainage provisions shall be indicated as well as cut and fill details if any applicable change in the Lot contours is contemplated.
- b. Exterior elevations.
- c. Exterior materials, colors, textures, and shapes.
- d. Structural design.
- e. Landscaping Plan.
 - (1) For Custom Homes - includes walkways, fences and walls and elevation changes in both the front and back yards. Watering systems, vegetation and ground cover for front yard only. The location of front yards and back yards shall be determined by the Architectural Control Committee.

- (2) All other Builders shall be required to submit conceptual "Landscape Plan" for typical corner, interior and lake front Lots along with plant material schedule.
 - (3) All Members shall be required to submit a "Landscape Plan" for all changes and modifications to any Member's existing landscaping and for all new or additional landscaping.
- f. Parking area and driveway plan.
 - g. Screening, including size, location, and method.

The Architectural Control Committee may, at its discretion, grant the approval required by this Article IV for one set of plans and specifications submitted by a Builder for Improvements on multiple Lots, and such approval shall be effective for each Lot on which such Improvements are constructed.

Section 4. Definition of "Improvement". Improvement, for the purposes of this Declaration and for the purpose of defining but not limited what requires the approval of the Architectural Control Committee, shall mean and include, but not be limited to, all buildings, any roofed structures, waterfront structures, parking areas, fences, walls, all landscaping as described in Section 3.e. above (save and except dead or dying trees or shrubs), fountains and decorative pools and similar structures, poles, driveways, ponds, swimming pools, tennis courts, children's outdoor play equipment, changes in any exterior color or shape, and any new exterior construction or exterior improvement which may not be included in any of the foregoing list. Improvement does not include replacements or repairs that only create a minor change (as determined in the sole discretion of the Architectural Control Committee), including but not limited to no change to exterior colors or to exterior appearances. Improvement does include original Improvements and all changes or modifications to existing Improvements and new or additional Improvements.

Section 5. Basis of Approval. Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of the protective covenants and restrictions of Article V hereof.

Section 6. Failure of the Committee to Act. If the Architectural Control Committee fails to approve or disapprove such plans and specifications or to reject them as being inadequate within twenty-five (25) days after the submittal thereof, it shall be conclusively presumed that such committee has not approved such plans and specifications. The Architectural Control Committee has no right or power, either by action or failure to act, to waive or grant any variance from the requirements of the protective covenants, conditions, and restrictions contained in Article V hereof, except as specifically provided therein.

Section 7. Limitation of Liability. The Architectural Control Committee has no liability or obligation whatsoever in connection with any plans and/or specifications and no responsibility for the adequacy thereof or for the construction of any improvements contemplated by any such plans and/or specifications. The Architectural Control Committee has no duty to inspect any improvements; and, if the Architectural Control Committee should inspect any improvements, the Architectural Control Committee shall have no liability or obligation to any party arising out of such inspection. The Architectural Control Committee expressly shall have no liability or responsibility for defects in or omissions from any plans and/or specifications or for defects in or omissions from the construction of any improvements. The approval or lack of approval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee, including, without limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. Notwithstanding any covenant, condition or term contained in this Declaration or provision of the Bylaws of the Association to the contrary, the Architectural Control Committee shall not have any liability to any owner arising or resulting from any act or omission of the Architectural Control Committee taken or omitted pursuant to this Declaration or the Bylaws of the Association. Each Owner by accepting a conveyance of any Lot or of any portion of the Property conclusively shall be deemed to have unconditionally and irrevocably waived all claims against the Architectural Control Committee arising or resulting from acts or omissions pursuant to this Declaration or the Bylaws of the Association.

Section 8. Fees. The Architectural Control Committee shall have the right to charge any Owner a review fee, to be established by the Board of Directors, for review of any plans or specifications submitted for approval.

ARTICLE V.

PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. Covenants Applicable. The following provisions shall be applicable to any and all construction, improvement, alteration, or addition to the Lots.

- a. Each Lot shall be used exclusively for single family residential dwelling purposes only not to exceed the greater of two and one-half (2 ½) stories in height, or forty feet (40') above nearest curb elevation. No building or structure intended for or adapted to business purposes, and no apartment house, hospital, sanatorium or doctor's office, or other multifamily dwelling shall be erected, placed, permitted or maintained on any Lot, or on any part thereof. No improvement or structure whatsoever, other than a first-class private dwelling house, patio walls, swimming pool, and customary outbuildings, garage for not more than three (3) cars, porte' cochere, bona fide servants' quarters, waterfront structures, or bona fide guest house, may be erected, placed, or maintained on any Lot. No other Improvements on the Lot shall exceed the height of the main dwelling house.
- b. No sign, including political signs, advertisement, billboard or advertising structure of any kind shall be displayed, maintained or placed in the public view on or from

any part of the Property or on any Lot, except signs temporarily used by Declarant or any Owner on a Lot, of not more than six (6) square feet, advertising the Lot for sale or rent, or signs of architects and builders during the period of construction and sale of improvements on any Lot.

- c. The total living area of any single-story dwelling, exclusive of porches, servants' quarters, customary outbuildings and garages, shall not be less than 1600 square feet, except for patio homes for which the minimum living area of 1200 square feet will be required for single story dwellings.
- d. The living area of any two-story dwelling constructed on any Lot, exclusive of open porches, servants' quarters and garages, shall not be less than 1600 square feet on the ground floor and not less than 2100 for the total living area, and the floor area of the second floor of any such two story dwelling, exclusive of porches, servants' quarters, customary outbuildings and garages, shall not exceed sixty percent (60%) of the total floor area of such two story dwelling. A variance from this restriction may be specifically approved in writing by the Architectural Control Committee, if such variance would result in a more common beneficial use.
- e. The exterior walls of any one-story dwelling and any attached garage and servants' quarters constructed on a Lot width as set out below, exclusive of doors, windows and other building openings, shall not be less than the percentage of stucco and/or masonry construction set out below, unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee. All chimneys constructed or erected on any Lot as a part of an exterior wall of any dwelling or constructed as a component of the front or side of any dwelling which faces a street and the front, side or rear of custom and lake front dwellings shall be of masonry or stucco construction. Fireplace chimneys located in the interior portion of a dwelling unit must be constructed of materials that match dwelling unit in style and color.

Percent Masonry of Stucco to Lot Width

<u>Lot Width</u>	<u>Percent Masonry or Stucco</u>
60' or less (patio homes)	70%
65' to 70'	70%
80'	90%
lake front	90%

When fulfilling the percentage of masonry or stucco to lot-width set out above, the masonry or stucco used on attached garages will be allowed to meet the percentage requirement. All fronts of detached garages must be masonry or stucco, but the masonry or stucco on the detached garage front may not be used to fulfill the percentage requirements set out above.

- f. Except for any fences erected by Declarant, no chain link fence(s) shall be situated, erected, constructed, or permitted to remain upon any Lot, or any portion thereof. No fence is to be erected or maintained nearer to the front Lot line than ten feet (10') from the front wall of the main dwelling. Fences shall be no more than six feet (6') in height (seven feet (7') in certain areas for privacy upon Committee approval) and shall be constructed of wood, brick masonry, decorative iron, or a combination of wood, brick masonry and/or decorative iron. Any fence on the portion of any Lot abutting a lake must be constructed of wrought iron of not more than four feet (4') in height. All fences must have the Architectural Control Committee's approval of the plans therefore before erection.
- g. All roofs constructed upon any dwelling and/or other structures constructed, erected, or located upon any Lot shall be constructed with a minimum pitch of 5 by 12 and shall be constructed of architectural dimensional shingles of a quality equal to or exceeding 25 year warranty, unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee.
- h. No animals, livestock, or poultry shall be raised, bred, or kept upon any Lot, or portion thereof, except that no more than a total of three (3) dogs, cats, or other household pets of a domestic variety may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, and provided that they do not create a nuisance.
- i. No noxious or offensive trade or activity (including, but not limited to, child day-care and garage sales) 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. The drying of clothes in public view is prohibited.
- j. No Lot shall be used or maintained as a dumping ground for rubbish, nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators, containers, or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No compost shall be permitted upon any Lot. All refuse or garbage must be kept on the Lot in a manner which precludes its view from any public or semi-public place.
- k. No building material of any kind or character shall be placed or stored upon a Lot until the Owner is ready to commence improvements and then such materials shall be placed within the property lines of the Lot upon which the improvements are to be erected, and shall not be placed in the street. No stumps, trees, underbrush, or any refuse of any kind, nor scrap material from the improvements being erected on any Lot shall be placed on any adjoining Lots or streets. All such material, if

not disposed of immediately, must remain on the Lot on which construction work is in progress and shall be screened from public view, and at the completion of such improvements, such material must be immediately removed from the Property.

- l. No trailer, tent, shack, mobile home, or any structure of a temporary character shall at any time be erected, located, or used on any Lot as a residence or business, either temporarily or permanently, except during actual construction of a building being erected thereon, and then same must be on the Lot on which construction is in progress and not on adjoining Lots, streets, or easements, and shall not be more than eight feet (8') in height and at completion of construction, such trailer, tent, shack, mobile home or temporary structure must be removed immediately. No such trailer, tent, shack, mobile home, or temporary structure shall be used for residential purposes during construction. No garage or outbuilding shall ever be used as a residence either temporary or permanently, but upon approval by the Architectural Control Committee, guest quarters or other living quarters may only be constructed as a second floor to a garage provided they are contained within the roofline of the garage and they may not be a full height second story. Notwithstanding the foregoing, nothing contained herein shall prohibit the location of a temporary structure approved by the Architectural Control Committee on any part of the Property for use temporarily as a sales office for homes erected or to be erected by builders or developers. The size, location, and period of occupancy of such temporary sales or construction offices shall be subject to the prior written approval of the Architectural Control Committee, which approval may be given or withheld at such Committee's sole discretion, and if withheld, then the location and use of such trailer, mobile home or temporary structure for a sales office at the requested location shall be prohibited. Upon the expiration of the period of occupancy permitted by the Architectural Control Committee for such temporary sales office, such trailer, mobile home or temporary structure shall be removed immediately.
- m. Motor homes, campers, travel trailers, inoperative vehicles, motor boats, house boats, sailboats or other similar waterborne vehicle or any trailer to transport such boat or vehicle (hereinafter collectively referred to as "Vehicles") are not permitted on the Property unless maintained, stored or kept on any Lot only in an enclosed garage or screened from public view behind a solid fence located behind any Lot building lines. No motor vehicles shall remain in the same general location on a street or in a driveway for more than 14 days in any 30 consecutive day period.
- n. Except in the case of a detached garage located behind the rear of the residence (the location of the garage door for said detached garage shall be approved by the Architectural Control Committee), no garage door shall be constructed or erected upon any Lot with the door at less than a ninety degree (90°) angle to the front property of such Lot. Further, no front-loaded garages will be permitted facing side streets. Also, no front-loaded garages may be located less than five feet (5')

from the front building wall unless approved by the Architectural Control Committee. A variance from this restriction may be granted by the Architectural Control Committee. No garage may be used as a living area.

- o. All dwellings or residences constructed or erected upon any Lot shall face the road or street that the Lot faces as shown on the recorded plat and no portion of such dwelling or residence shall be nearer to the street property line of the Lot than is designated by the building line, if any, on the recorded plat.
- p. The location of all structures constructed, erected, situated, or placed upon any Lot must be in conformance with the building lines, if any, as shown on the recorded plats of the Property, and the minimum building set-back lines established by the ordinances and regulations of Fort Bend County, Texas.
- q. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot in the Property, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot.
- r. Before the dwelling is conveyed by a Builder, the Builder shall construct a concrete sidewalk five feet (5') in width parallel to the Lot boundary line abutting any street boundary line and two feet (2') back from the Lot boundary line abutting any street boundary line, which sidewalk shall extend from property line to property line. The plans for the sidewalk shall be approved by the Architectural Control Committee. Owners of corner Lots shall construct such sidewalk on both streets. Such sidewalks shall comply with all Federal, State and County regulations applicable to sidewalks and ramps associated with sidewalks.
- s. No garage sales may be conducted on the Property.
- t. All exterior lighting must be approved by the Architectural Control Committee or be in compliance with standards issued by the Architectural Control Committee.
- u. No trade or business may be conducted in or from any dwelling or Lot, except that an Owner or Occupant may conduct business activities within a dwelling so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the dwelling; (b) the business activity conforms to all zoning requirements and other restrictive covenants applicable to the Lot; (c) the business activity does not involve regular visitation of the dwelling or Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of Lakes on Bella Terra; and (d) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threatens the security or safety of other residents of Lakes on Bella Terra, as may be determined in the sole discretion of the Architectural Control Committee. A day-care, nursery, pre-

school, or other similar activity is expressly prohibited. The terms "business" and "trade" as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the manufacture or provision of goods or services for or to persons other than the provider's family, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of an entire dwelling shall not be considered a trade or business within the meaning of this Section. This Section does not apply to any activity conducted by the Declarant or by a Builder with approval of the Declarant with respect to its development and sale of any Lot. Garage sales or yard sales (or any similar vending of merchandise) conducted on any Lot shall be considered business activity and therefore prohibited.

- v. No business vehicles displaying commercial signage or advertising shall be permitted to be parked within public view within the Subdivision, other than service vehicles contracted by Owners or Occupants to perform specific services. No vehicles with more than two axles shall be permitted to be parked or stored for a period in excess of twelve (12) hours per week within the Subdivision without prior written permission of the Association, whose approval will be issued at its sole and absolute discretion.
- w. No antenna, tower, satellite dish or similar device for receiving and/or sending signals shall be erected, constructed or placed on any Lot for any purpose without prior written approval in writing from the Architectural Control Committee. However, in no case shall any such devices extend or project above the highest point of the rear roof line of the residence or be visible from the street. In no instance will such devices be allowed on corner Lots and lake front Lots. The Architectural Control Committee will comply with any federal, state or county law, regulation or order regarding such devices, including, but not limited to, the Telecommunications Act of 1996.
- x. Any and all lines and/or wires for communication or for transmission of sound or current, not within a building, shall be constructed or placed and maintained underground.

Section 2. Landscaping. All lots shall be Landscaped, and such Landscaping shall:

- a. be required on all Lots contemporaneously with completion of other improvements, but in no event later than 30 days after first occupancy or completion of a residence, whichever shall first occur, unless a longer period is approved in writing by the Architectural Control Committee.

- b. conform to a Landscaping plan approved by the Architectural Control Committee pursuant to Article IV hereof. Normally, such approval will be limited to Landscaping plans which:
 - (1) provide for all Lots of less than sixty feet (60') in width to have a minimum of one (1) tree, all Lots between sixty feet (60') and less than eighty-two feet (82') to have a minimum of two (2) trees and all Lots eighty-two feet (82') or wider to have a minimum of three (3) trees, in the front yard of at least four inches (4") caliper and provide for the planting of bushes and shrubs of a minimum size of 5 gallons and 1 gallon for ground cover and bedding plants along the entire front of the residence for all Lots;
 - (2) do not obstruct sight lines at street or driveway intersections;
 - (3) preserve existing trees to the extent practical; and
 - (4) permit reasonable access to public and private utility lines and easements for installation and repair.
- c. shall be completely sodded in the front yard of each Lot out to the street curb as well as the side yard of each Lot out to the street curb on all corner Lots and the rear yard of each Lot abutting a lake by the Builder upon the completion of the residence, unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee.
- d. be required to provide that the drainage of any Lot shall not be impeded or altered without the approval of the Architectural Control Committee.

Section 3. Side Setbacks. Except for patio homes, no part of a residence or garage shall be located on a Lot nearer than five (5) feet to a side Lot line; provided, however, notwithstanding the foregoing, a detached garage may be located no nearer than three (3) feet from a side Lot line.

Section 4. Composite Building Site. For eighty-two feet (82') or larger Lots only, any owner of one or more adjoining Lots may consolidate such Lots into one single-family residence building site, with the privilege of placing or constructing improvements on such site, in which case setback lines shall be measured from the resulting side property lines rather than the Lot lines shown on the recorded plat. in all instance improvements on consolidated building sites must be approved by the Architectural Control Committee.

Section 5. Special Setbacks. No part of a residence or a garage shall be located on the Lots within the set back lines described in the plat of the Property.

Section 6. Drainage Easement. Every Lot that abuts another Lot's rear or side Lot line shall have a two foot (2') drainage easement along said common Lot boundary lines, which

easement shall be parallel to and run the entire length of said common Lot boundary lines and shall extend two feet from said common Lot boundary lines. The drainage easement on each Lot shall be used for the purpose of draining water from the Lots into the street drainage system.

ARTICLE VI.

RESERVATION AND GRANT OF EASEMENTS

Section 1. Utilities. Easements for installation, construction, reconstruction, patrolling, inspection, maintenance, repair, removal, and/or addition of utility systems or facilities and for ingress and egress to or from and upon such utility easements are reserved by Declarant as shown on the plats of the Property, the provisions of said plats pertaining to the use of land situated within such utility easements being hereby referred to and incorporated herein for all purposes. No Improvement of any kind shall be erected upon any of said easements. Full right of ingress and egress shall be had by Declarant, any municipal authority having jurisdiction over the Property, and any utility company which provides utilities to the Property, at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. All claims for damages, if any, arising out of the construction, reconstruction, patrolling, inspection, maintenance, repair, removal and/or addition of utilities or on account of temporary or other inconvenience caused thereby, against the Declarant, or any utility company or municipality, or any of its agents or servants, are hereby waived by the Owners.

Section 2. Wall Easement. There is hereby reserved and created a perpetual right and easement for the benefit of the Association, its successors and assigns, upon, over and across the Lots for the purposes of constructing, maintaining, repairing, replacing and reconstructing Landscaping and any brick wall or fence located upon any land owned by the Association.

Section 3. Universal Easement. Each Lot and its Owner is hereby declared to have an easement, and the same is hereby granted to Declarant, over all adjoining Lots and Common Areas for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the owners of each Lot agree that minor encroachments over adjoining Lots shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the Lot being serviced and shall pass with each conveyance of said Lot.

ARTICLE VII.

MAINTENANCE

Section 1. Owner's Duty of Maintenance. The Owners and Occupants of each Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Property so owned or occupied including buildings, improvements and grounds in connection therewith, in a well maintained, safe, clean, sanitary, healthful and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- a. Prompt removal of all litter, trash, refuse, and wastes.
- b. Lawn mowing to maintain grass at a height not to exceed six inches (6").
- c. Tree and shrub pruning and shaping.
- d. Watering.
- e. Keeping lawn and garden areas alive, free of weeds, edged and attractive.
- f. Keeping parking areas, sidewalks and driveways in good repair.
- g. Complying with all government health and policy requirements.
- h. Repair of exterior damages to buildings and improvements and repainting of buildings and improvements when necessary.
- i. Maintenance of area between Lot and curb.

Section 2. Enforcement. If, in the opinion of the Association (acting through its Board of Directors), any such owner or Occupant has failed in any of the foregoing duties or responsibilities, then the Association (acting through its Board of Directors) may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association through its authorized agent or agents shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and Occupants of any Lot on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such Owners or Occupants shall fail to reimburse the Association within ten (10) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of said owners and Occupants jointly and severally, and the Association may levy a Special Member Assessment in accordance with this Declaration and the Bylaws of the Association, as such Bylaws presently exist or are subsequently modified or amended, which Special Member Assessment is secured by the lien imposed by Article III, Section 10 of this Declaration, and is subject to foreclosure as is provided therein.

ARTICLE VIII.

COMMON PROPERTIES

Section 1. Easements of Enjoyment. Subject to the provisions of Section 3 hereof, every Member of the Association shall have a non-exclusive right and easement of enjoyment in and to the Common Areas.

Section 2. Title to Common Properties. Declarant shall convey ownership of the Common Areas and any common Facilities, and/or Common Personalty owned by Declarant to the Association, which shall be responsible for their operation, repair and maintenance.

Section 3. Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Association to prescribe rules and regulations for the use, enjoyment, and maintenance of the Common Areas.
- b. The right of the Association to sell, convey or dedicate to the appropriate governmental authority, the Common Areas, or any part thereof, provided such sale, conveyance or dedication is approved by a majority of the total eligible votes of each class of the Members of the Association, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance of the meeting and shall set forth the purpose of the meeting.
- c. The right of the Association to borrow money for the purpose of improving, maintaining, or repairing the Common Areas and/or Common Facilities, or any part thereof, and to mortgage the Common Areas, Common Facilities, or any part thereof, provided the mortgaging of the Common Areas is approved by a majority of the total eligible votes of each class of Members of the Association voting in person or by proxy, at a meeting duly called for such purpose.
- d. The right of the Association to take such steps as are reasonably necessary to protect the Common Areas and/or Common Facilities, or any part thereof, against foreclosure.
- e. The right of the Association to suspend the voting rights and right to use the Common Facilities of any Member for any period during which any assessment or other amount owed by the Member to the Association remains unpaid or during which such Member is in violation of any of the provisions of this Declaration.
- f. The right of the Association to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Areas, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulation.

- g. The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities which are a part of the Common Areas.

ARTICLE IX.

MISCELLANEOUS PROVISIONS

Section 1. Duration. This Declaration and the covenants, restrictions, conditions, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every Owner of any part of the Property, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded, and continuing through and including December 31, 2040, after which time said covenants, restrictions, conditions, charges, and liens shall be automatically extended for successive periods of five (5) years unless a change (the word "change", including additions, deletions or modifications thereto, in whole or in part) is approved by a majority of the total eligible votes of the Members of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance of the meeting and shall set forth the purpose of such meeting.

Section 2. Amendment. This Declaration may be amended or terminated at any time by a majority of the total eligible votes of each class of membership of the Association voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance of the meeting and shall set forth the purpose of such meeting, provided that Declarant must consent thereto if such amendment or termination is to be effective prior to the Conversion Date. Any such amendment or termination shall become effective when an instrument is filed for record in the Official Public Records of Real Property of Fort Bend County, Texas, with the signatures of the requisite number of the Owners of the Property (and the signature of Declarant if prior to the Conversion Date).

Section 3. Enforcement. The Association, every owner of any part of the Properties, Declarant, and their respective legal representatives, heirs, successors and assigns, shall each have the right (but not the duty) to enforce this Declaration and the covenants, restrictions, conditions, charges and liens contained herein. Enforcement of the covenants, conditions and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Association or any owner or Declarant to enforce any such covenant, condition, restriction, charge or lien shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability of Provisions. If any paragraph, section, sentence clause or phrase of this Declaration shall be illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences,

clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null or void.

Section 5. Notice. Whenever written notice to the Owners (including Declarant) is required hereunder, such notice shall be given by facsimile transmission telecopy, telex, personal delivery or the mailing of same, postage prepaid, to the address of such Owners appearing on the records of the Association (and as furnished to the Board of Directors by such Owners). If notice is given by mail, such notice shall be conclusively deemed to have been given three (3) days after the date sent by placing same in the United States mail, postage prepaid, properly addressed, whether received by the addressee or not.

Section 6. Titles. The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

Section 7. Number and Gender of Words. Whenever used in this Declaration, the singular number shall include the plural where appropriate, and vice versa; words of any gender shall include each other gender, where appropriate.

Section 8. Assignment. Declarant may assign and/or delegate its rights, obligations hereunder and such assignee or delegated party shall have the right to privileges, duties and obligations assigned or delegated.

Section 9. Address of Declarant. The mailing address of Declarant is 2000 W. Sam Houston Parkway S., Suite 1525, Houston, Texas 77042.

Section 10. Insurance. The Board of Directors of the Association shall obtain insurance (the premiums for which shall be a common expense payable from property assessments) for all the Common Areas and the Common Facilities, as follows (such insurance to be in amounts designated by the Board of Directors unless an amount is specified in this Declaration):

- a. Insurance on all insurable improvements against loss or damage by fire and all other risks insured by standard extended coverage policies in use in the State of Texas, with such endorsements as the Board of Directors deems advisable, in amounts sufficient to prevent the Association from being a co-insurer within the terms of such policies, but in any event in an amount not less than the full replacement cost thereof. The full replacement cost of such improvements shall be determined annually by the Board of Directors which may obtain an appraisal in making such determination, the cost of which shall be a common expense payable from property assessments.
- b. Comprehensive general liability insurance against claims for bodily injury or death (minimum coverage of \$1,000,000.00) and property damage (minimum coverage of \$100,000.00) suffered by the public or any owner, the family, agent,

employee or invitee of any Owner, occurring in, on or about the Common Areas, and at least \$1,000,000.00 in "umbrella" coverage. Any policy obtained pursuant to this subsection (b) shall contain a cross-liability endorsement whereby the rights of a named insured shall not prejudice his, her or their action or actions against another named insured, and shall contain a "severability of interest" type of endorsement precluding the insurer from denying a claim of any owner or the Association because of the negligent acts of other Owners or the Association.

- c. Such other insurance in such reasonable amounts as the Board of Directors shall deem desirable, including without limitation, director's and officer's liability insurance for the directors and officers of the Association against any liability asserted against any such party, or incurred by such party in such capacity, or arising out of such party's status as a director or officer; and fidelity bonds for any management company retained by the Board of Directors.
- d. All insurance provided for herein shall be affected with responsible insurers authorized to do business in the State of Texas. All such policies of insurance shall name as insured the Association. All insurance policies shall be held with insurance companies with an AM Best & Company rating of not less than an A + 9 rating.

Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Areas or the Common Facilities covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

Any damage or destruction to the Common Areas or Common Facilities shall be repaired or reconstructed unless Members holding a majority vote of each class of voting membership in the Association decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided however, that such extension shall not exceed sixty (60) days.

In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Areas or Common Facilities shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Areas by the Association in a neat and attractive condition.

Section 11. Security. NEITHER THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS OR EMPLOYEES, NOR THE DECLARANT, NOR

ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE SUBDIVISION. NEITHER SHALL THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS OR EMPLOYEES, DECLARANT OR SUCCESSOR DECLARANT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT DOES NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEM WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNATED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF AN OWNER OR OCCUPANT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER OR OCCUPANT ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND TO THE CONTENTS OF DWELLINGS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE SUBDIVISION.

L.O.B., Limited Partnership
By: RYKO DEVELOPMENT, INC.,
Sole General Partner

By: 
BASSAM BARAZI, President

STATE OF TEXAS

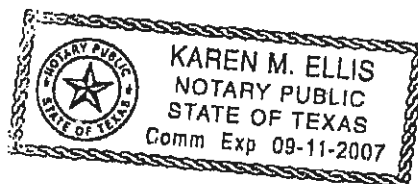
COUNTY OF HARRIS

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This instrument was acknowledged before me on the 17th day of January, 2007, by BASSAM BARAZI, President of RYKO DEVELOPMENT, INC., a Texas corporation, sole General Partner of L.O.B. Limited Partnership, a Texas limited partnership, on behalf of said corporation.

Ku Eh

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



AS PER ORIGINAL

RETURN TO:
UNIVERSAL LAND TITLE
ONE SUGAR CREEK CENTER BLVD.
SUITE 650
SUGAR LAND, TEXAS 77478

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dr. Dianne Wilson

2007 Jan 19 03:18 PM

2007008483

SB \$121.00

Dianne Wilson, Ph.D. COUNTY CLERK
FT BEND COUNTY TEXAS



**SUPPLEMENTARY DECLARATION FOR
THE LAKES OF BELLA TERRA SUBDIVISION
TO ITS DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made effective the 30th day of September, 2008, by L.O.B. LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant pursuant to Document No. 2007008483, in the Official Public Records of Fort Bend County, established the Declaration of Covenants, Conditions and Restrictions ("Declarations") for "Lakes of Bella Terra" a subdivision ("Subdivision") of land in Fort Bend County, Texas, as described by plats for Section One (1) through and including Section Eight (8) recorded in the Map Records of Fort Bend County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Property");

WHEREAS, pursuant to Article II, Section 2.02 of the Declarations, Declarant may add property to the Subdivision and make said additional property subject to the Declarations and the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declarations.

WHEREAS, Declarant is the owner of property, which Declarant desires to add to the scheme of the Declarations, by filing of record this Supplementary Declaration. Said property is known as "Section Nine (9)", as described by the plat recorded in 20080157, in the Official Public Records of Fort Bend County, Texas (all such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as "Property").

NOW, THEREFORE, Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declare that the Property shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations, which shall run with the land and shall be binding upon all parties having any right, title, or interest in or to the Property, or any part thereof, and their heirs, successors, representatives, and assigns. The covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations are covenants running with the land at law as well as in equity.

"Property" shall hereinafter mean and refer to the real property (including improvements) described in the Declarations and this Supplement and any additions thereto, as are subjected to any Supplementary Declarations under the provisions of Article II, Section 2.02 of the Declarations.

EXECUTED effective as of the date set forth above.

L.O.B. LIMITED PARTNERSHIP,
a Texas limited partnership

By: Ryko Development, Inc., its General Partner

By: _____

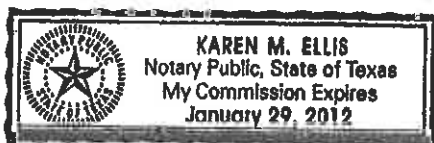
[Signature]
Bassam Barazi, President

THE STATE OF TEXAS

COUNTY OF HARRIS COUNTY

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This instrument was acknowledged before me on this the 3 day of September, 2008, by Bassam Barazi, President of Ryko Development, Inc., the sole General Partner of L.O.B. Limited Partnership, a Texas limited partnership.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

AFTER RECORDING, RETURN TO:

Gary A. Messersmith
Looper, Reed & McGraw
1300 Post Oak Blvd., Suite 2000
Houston, Texas 77056-8000

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

[Signature]

2008 Sep 11 03:55 PM

2008100564

DA \$15.00

Dianne Wilson COUNTY CLERK
FT BEND COUNTY TEXAS



**CORRECTION TO SUPPLEMENTARY
DECLARATIONS FOR THE LAKES OF BELLA TERRA
SUBDIVISION TO ITS DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

WHEREAS, L.O.B. Limited Partnership, a Texas limited partnership (the "Declarant") executed that certain instrument entitled "THE LAKES OF BELLA TERRA DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS" on December 29, 2006 (the "Declaration"), and caused the Declaration to be recorded in the Real Property Records of Fort Bend County, Texas, under Clerk's File No. 2007008483; and

WHEREAS, the Declarant annexed additional real property into the jurisdiction of the Lakes of Bella Terra Community Association, Inc., Texas non-profit corporation (the "Association") and encumbered such additional property with the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declaration pursuant to the following documents (collectively, the "Supplementary Declarations"):

NAME OF INSTRUMENT

**FORT BEND COUNTY
CLERK'S FILE NUMBER**

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1. Supplementary Declaration for Sections 12 and 13 in the Lakes of Bella Terra Subdivision to its Declaration of Covenants, Conditions and Restrictions | 2011005639 |
| 2. Supplementary Declaration for Sections 14 and 15 in the Lakes of Bella Terra Subdivision to its Declaration of Covenants, Conditions and Restrictions | 2012049861 |
| 3. Supplementary Declaration for Sections 16, 17 and 18 in the Lakes of Bella Terra Subdivision to its Declaration of Covenants, Conditions and Restrictions | 2012068014 |
| 4. Supplementary Declaration for Sections 23 and 24 in the Lakes of Bella Terra Subdivision to its Declaration of Covenants, Conditions and Restrictions | 2013024582 |
| 5. Amended Supplementary Declaration for Section 13, Partial Plat No. 1 in the Lakes of Bella Terra Subdivision to its Declaration of Covenants, Conditions and Restrictions | 2013072055 |

6. Supplementary Declaration for Section 19 in the
Lakes of Bella Terra Subdivision to its Declaration
of Covenants, Conditions and Restrictions

2013073057

WHEREAS, the Supplementary Declarations refer to Article II, Section 2.02 of the Declaration as the authority for the Declarant to add property to the Lakes of Bella Terra subdivision and to make additional property subject to the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declaration when it should have referred to Article I, Section 3 of the Declaration; and

WHEREAS, the Declarant desires to correct the inadvertent referencing error in the Supplementary Declarations;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS: that the Declarant does hereby correct the Supplementary Declarations such that any reference in the Supplementary Declarations to "Article II, Section 2.02 of the Declarations" is replaced with "Article I, Section 3 of the Declarations".

EXECUTED on the 9th day of September, 2013.

L.O.B. LIMITED PARTNERSHIP, a Texas limited
partnership

By: Ryko Development, Inc., a Texas corporation
its sole General Partner

By: 
Bassam Bazzi, President

THE STATE OF TEXAS

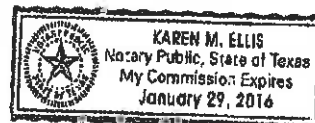
COUNTY OF HARRIS

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This instrument was acknowledged before me on the 9 day of September, 2013, by Bassam Barazi, President of Ryko Development, Inc., a Texas corporation, the sole General Partner of L.O.B. Limited Partnership, a Texas limited partnership, on behalf of said entities.



Notary Public, State of Texas



WHEN RECORDED, RETURN TO:

Mark K. Knop
Hoover Slovacek LLP
P. O. Box 4547
Houston, TX 77210-4547



**FIRST AMENDED CORRECTION TO SUPPLEMENTARY
DECLARATIONS FOR THE LAKES OF BELLA TERRA
SUBDIVISION TO ITS DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

WHEREAS, L.O.B. Limited Partnership, a Texas limited partnership (the "Declarant") executed that certain instrument entitled "THE LAKES OF BELLA TERRA DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS" on December 29, 2006 (the "Declaration"), and caused the Declaration to be recorded in the Real Property Records of Fort Bend County, Texas, under Clerk's File No. 2007008483; and

WHEREAS, the Declarant annexed additional real property into the jurisdiction of the Lakes of Bella Terra Community Association, Inc., Texas non-profit corporation (the "Association") and encumbered such additional property with the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declaration pursuant to the following documents (collectively, the "Supplementary Declarations"):

NAME OF INSTRUMENT

**FORT BEND COUNTY
CLERK'S FILE NUMBER**

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1. Supplementary Declaration for Sections 12 and 13 in the Lakes of Bella Terra Subdivision to its Declaration of Covenants, Conditions and Restrictions | 2011005639 |
| 2. Supplementary Declaration for Sections 14 and 15 in the Lakes of Bella Terra Subdivision to its Declaration of Covenants, Conditions and Restrictions | 2012049861 |
| 3. Supplementary Declaration for Sections 16, 17 and 18 in the Lakes of Bella Terra Subdivision to its Declaration of Covenants, Conditions and Restrictions | 2012068014 |
| 4. Supplementary Declaration for Sections 23 and 24 in the Lakes of Bella Terra Subdivision to its Declaration of Covenants, Conditions and Restrictions | 2013024582 |
| 5. Amended Supplementary Declaration for Section 13, Partial Replat No. 1 in the Lakes of Bella Terra Subdivision to its Declaration of Covenants, Conditions and Restrictions | 2013073055 |

6. Supplementary Declaration for Section 19 in the
Lakes of Bella Terra Subdivision to its Declaration
of Covenants, Conditions and Restrictions

2013073057

WHEREAS, the Supplementary Declarations refer to Article II, Section 2.02 of the Declaration as the authority for the Declarant to add property to the Lakes of Bella Terra subdivision and to make additional property subject to the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declaration when it should have referred to Article I, Section 3 of the Declaration; and

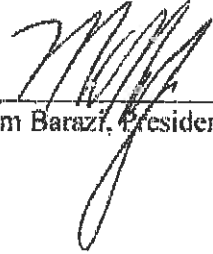
WHEREAS, the Declarant desires to correct the inadvertent referencing error in the Supplementary Declarations;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS; that the Declarant does hereby correct the Supplementary Declarations such that any reference in the Supplementary Declarations to "Article II, Section 2.02 of the Declarations" is replaced with "Article I, Section 3 of the Declarations".

EXECUTED on the 14th day of November, 2013.

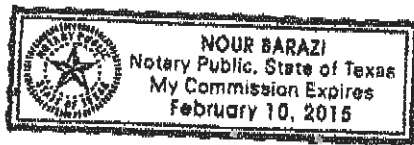
L.O.B. LIMITED PARTNERSHIP, a Texas limited
partnership

By: Ryko Development, Inc., a Texas corporation
its sole General Partner

By: 
Bassam Barazi, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 4th day of November, 2013, by Bassam Barazi, President of Ryko Development, Inc., a Texas corporation, the sole General Partner of L.O.B. Limited Partnership, a Texas limited partnership, on behalf of said entities.



Nour Barazi
Notary Public, State of Texas

WHEN RECORDED, RETURN TO:

Thi "Nina" Tran
Hoover Slovacek LLP
P. O. Box 4547
Houston, TX 77210-4547



**SUPPLEMENTARY DECLARATION FOR SECTIONS 10, 30, AND 31
IN THE LAKES OF BELLA TERRA SUBDIVISION
TO ITS DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THIS SUPPLEMENTARY DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LAKES OF BELLA TERRA SUBDIVISION is made effective the 19th day of November, 2014, by L.O.B. LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant pursuant to Document No. 2007008483 recorded in the Official Public Records of Fort Bend County, established the Declaration of Covenants, Conditions and Restrictions ("Declarations") for "Lakes of Bella Terra" a subdivision ("Subdivision") of land in Fort Bend County, Texas, as described by plats for Section One (1) through and including Section Eight (8) recorded in the Map Records of Fort Bend County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Property");

WHEREAS, pursuant to Article I, Section 3 of the Declarations, Declarant may add property to the Subdivision and make said additional property subject to the Declarations and the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declarations;

WHEREAS, effective September 3, 2008, Declarant under Document No. 2008100564 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 9 to the Subdivision and as a part of the Property;

WHEREAS, effective January 11, 2011, Declarant under Document No. 2011005639 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 12 and 13 to the Subdivision and as a part of the Property;

WHEREAS, effective May 4, 2012, Declarant under Document No. 2012049861 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 14 and 15 to the Subdivision and as a part of the Property;

WHEREAS, effective June 19, 2012 Declarant under Document No. 2012068014 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 16, 17 and 18 to the Subdivision and as part of the Property;

WHEREAS, effective February 27, 2013, Declarant under Document No. 2013024582 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 23 and 24 to the Subdivision and as part of the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073055 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 13 Partial Replat No. 1 to the Subdivision and as part of the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073056 of the Official Public Records of Fort Bend County, Texas, made an Amended Supplementary Declaration relating to Gated Annual Assessments for Section 16 of the Subdivision and the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073057 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 19 to the Subdivision and as part of the Property;

WHEREAS, effective November 4, 2013, Declarant under Document No. 2013143717 of the Official Public Records of Fort Bend County, Texas made a First Amended Correction to Supplementary Declarations correcting references made in prior documents;

WHEREAS, effective December 4, 2013, Declarant under Document No. 2013152383 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 11 and 20 to the Subdivision and as part of the Property; and

WHEREAS, effective December 16, 2013, Declarant under Document No. 2013156242 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 21 to the Subdivision and as part of the Property; and

WHEREAS, effective February 19, 2014, Declarant under Document No. 2014018911 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 26 and 27 to the Subdivision and as part of the Property; and

WHEREAS, effective March 17, 2014, Declarant under Document No. 2014027342 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 22 and 25 to the Subdivision and as part of the Property; and

WHEREAS, effective September 4, 2014, Declarant under Document No. 2014097068 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 28 to the Subdivision and as part of the Property; and

WHEREAS, Declarant is the owner of property, which Declarant desires to add to the scheme of the Declarations, by filing of record this Supplementary Declaration. Said property is known as "Section Ten (10), Section Thirty (30), and Section Thirty One (31)", as described by the plats recorded under Numbers 2014053772, 2014118015, and 2014118011 in the Plat Records of Fort Bend County, Texas (all such land so owned and the improvements now or hereafter situated thereon being hereinafter included within the defined terms "Subdivision" and "Property").

NOW, THEREFORE, Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declare that Section Ten (10), Section Thirty (30), and Section Thirty One (31) shall become part of the Subdivision and part of the Property and Section 10, Section 30, and Section 31 shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations, which shall run with said land and shall be binding upon all parties having any right, title, or interest in or to Section 10, Section 30, and Section 31 and the Property, or any part thereof, and their heirs, successors, representatives, and assigns. The covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations are covenants running with the land at law as well as in equity.

"Property" shall hereinafter mean and refer to the real property (including improvements) described in the Declarations, the Supplementary Declaration for Section 9, the Supplementary Declaration for Sections 12 and 13, the Supplementary Declaration for Sections 14 and 15, the Supplementary Declaration for Sections 16, 17 and 18, the Supplementary Declaration for Sections 23 and 24, the Supplementary Declaration for Section 13 Partial Replat No. 1, the Supplementary Declaration for Section 19, the Supplementary Declaration for Sections 11 and 20, the Supplementary Declaration for Section 21, the Supplementary Declaration for Sections 26 and 27, the Supplementary Declaration for Sections 22 and 25, the Supplementary Declaration for Section 28, and in this Supplementary Declaration for Section 10, Section 30, and Section 31, and any additions thereto, as are subjected to any other Supplementary Declarations under the provisions of Article I, Section 3 of the Declarations.

[Signature to follow]

EXECUTED effective as of the date set forth above.

L.O.B. LIMITED PARTNERSHIP,
a Texas limited partnership

By: Ryko Development, Inc., its General Partner

By: _____


Bassam Barazi, President

THE STATE OF TEXAS

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§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 19 day of November, 2014, by Bassam Barazi, President of Ryko Development, Inc., the sole General Partner of L.O.B. Limited Partnership, a Texas limited partnership.




NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

AFTER RECORDING, RETURN TO:

Abe S. Goren
Wilson, Cribbs and Goren
2500 Fannin
Houston, Texas 77002
File No. 8133-13



**SUPPLEMENTARY DECLARATION FOR SECTIONS 11 AND 20
IN THE LAKES OF BELLA TERRA SUBDIVISION
TO ITS DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THIS SUPPLEMENTARY DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LAKES OF BELLA TERRA SUBDIVISION is made effective the 4th day of December, 2013, by L.O.B. LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant pursuant to Document No. 2007008483 recorded in the Official Public Records of Fort Bend County, established the Declaration of Covenants, Conditions and Restrictions ("Declarations") for "Lakes of Bella Terra" a subdivision ("Subdivision") of land in Fort Bend County, Texas, as described by plats for Section One (1) through and including Section Eight (8) recorded in the Map Records of Fort Bend County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Property");

WHEREAS, pursuant to Article I, Section 3 of the Declarations, Declarant may add property to the Subdivision and make said additional property subject to the Declarations and the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declarations;

WHEREAS, effective September 3, 2008, Declarant under Document No. 2008100564 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 9 to the Subdivision and as a part of the Property;

WHEREAS, effective January 11, 2011, Declarant under Document No. 2011005639 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 12 and 13 to the Subdivision and as a part of the Property;

WHEREAS, effective May 4, 2012, Declarant under Document No. 2012049861 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 14 and 15 to the Subdivision and as a part of the Property;

WHEREAS, effective June 19, 2012 Declarant under Document No. 2012068014 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 16, 17 and 18 to the Subdivision and as part of the Property;

WHEREAS, effective February 27, 2013, Declarant under Document No. 2013024582 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 23 and 24 to the Subdivision and as part of the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073055 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 13 Partial Replat No. 1 to the Subdivision and as part of the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073056 of the Official Public Records of Fort Bend County, Texas, made an Amended Supplementary Declaration relating to Gated Annual Assessments for Section 16 of the Subdivision and the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073057 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 19 to the Subdivision and as part of the Property;

WHEREAS, effective November 4, 2013, Declarant under Document No. 2013143717 of the Official Public Records of Fort Bend County, Texas made a First Amended Correction to Supplementary Declarations correcting references made in prior documents; and

WHEREAS, Declarant is the owner of property, which Declarant desires to add to the scheme of the Declarations, by filing of record this Supplementary Declaration. Said property is known as "Section Eleven (11) and Section Twenty (20)", as described by the plats recorded, respectively, under Numbers 2013126333 and 2013048445 in the Plat Records of Fort Bend County, Texas (all such land so owned and the improvements now or hereafter situated thereon being hereinafter included within the defined terms "Subdivision" and "Property").

NOW, THEREFORE, Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declare that Section Eleven (11) and Section Twenty (20) shall become part of the Subdivision and part of the Property and Section 11 and Section 20 shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations, which shall run with said land and shall be binding upon all parties having any right, title, or interest in or to Sections 11 and 20 and the Property, or any part thereof, and their heirs, successors, representatives, and assigns. The covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations are covenants running with the land at law as well as in equity.

Article III Section 4 shall be revised by adding the following as the eleventh (11th) subsection regarding what the Gated Annual Assessments, only for Section 20, may also be used to finance:

"(11) The maintenance of only the front yard of each Lot, only in Section 20, however not including any flower beds, but including and not limited to mowing and fertilization of the grass and shrub pruning and shaping. A further description

of said maintenance may be set out in the Builder/Architectural Guidelines adopted from time to time by the Lakes of Bella Terra Community Association, Inc. or its Architectural Control Committee regarding Section 20. Each Owner of a Lot, only within Section 20, hereby absolutely grants the Association the right to maintain only in the front yard of each Owner's Lot but not including any flower beds."

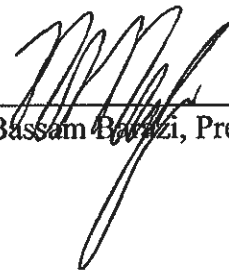
"Property" shall hereinafter mean and refer to the real property (including improvements) described in the Declarations, the Supplementary Declaration for Section 9, the Supplementary Declaration for Sections 12 and 13, the Supplementary Declaration for Sections 14 and 15, the Supplementary Declaration for Sections 16, 17 and 18, the Supplementary Declaration for Sections 23 and 24, the Supplementary Declaration for Section 13 Partial Replat No. 1, the Supplementary Declaration for Section 19, and in this Supplementary Declaration for Sections 11 and 20 and any additions thereto, as are subjected to any other Supplementary Declarations under the provisions of Article I, Section 3 of the Declarations.

[Signature to follow]

EXECUTED effective as of the date set forth above.

L.O.B. LIMITED PARTNERSHIP,
a Texas limited partnership


By: Ryko Development, Inc., its General Partner

By: 
Bassam Barazi, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 4 day of December, 2013, by Bassam Barazi, President of Ryko Development, Inc., the sole General Partner of L.O.B. Limited Partnership, a Texas limited partnership.




NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: _____

AFTER RECORDING, RETURN TO:
Abe S. Goren
Wilson, Cribbs and Goren
2500 Fannin
Houston, Texas 77002
File No. 8133-13



**SUPPLEMENTARY DECLARATION FOR SECTIONS 12 AND 13
IN THE LAKES OF BELLA TERRA SUBDIVISION
TO ITS DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THIS SUPPLEMENTARY DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LAKES OF BELLA TERRA SUBDIVISION is made effective the 11th day of January, 2011, by L.O.B. LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant pursuant to Document No. 2007008483 recorded in the Official Public Records of Fort Bend County, established the Declaration of Covenants, Conditions and Restrictions ("Declarations") for "Lakes of Bella Terra" a subdivision ("Subdivision") of land in Fort Bend County, Texas, as described by plats for Section One (1) through and including Section Eight (8) recorded in the Map Records of Fort Bend County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Property").

WHEREAS, pursuant to Article II, Section 2.02 of the Declarations, Declarant may add property to the Subdivision and make said additional property subject to the Declarations and the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declarations.

WHEREAS, effective September 3, 2008, Declarant under Document No. 2008100564 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 9 to the Subdivision and as a part of the Property.

WHEREAS, Declarant is the owner of property, which Declarant desires to add to the scheme of the Declarations, by filing of record this Supplementary Declaration. Said property is known as "Section Twelve (12) and Section Thirteen (13)", as described by the plats recorded, respectively, under Numbers 20100180 and 20100177 in the Plat Records of Fort Bend County, Texas (all such land so owned and the improvements now or hereafter situated thereon being hereinafter included within the defined term "Property").

NOW, THEREFORE, Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declare that Section Twelve (12) and Section Thirteen (13) shall be become part of the Property and Section 12 and Section 13 shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations, which shall run with said land and shall be binding upon all parties having any right, title, or interest in or to

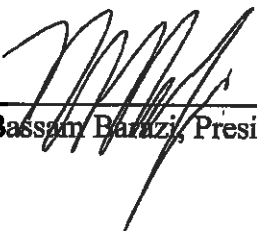
Sections 12 and 13 and the Property, or any part thereof, and their heirs, successors, representatives, and assigns. The covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations are covenants running with the land at law as well as in equity.

"Property" shall hereinafter mean and refer to the real property (including improvements) described in the Declarations, the Supplementary Declaration for Section 9 and in this Supplementary Declaration for Section 12 and Section 13 and any additions thereto, as are subjected to any other Supplementary Declarations under the provisions of Article II, Section 2.02 of the Declarations.

EXECUTED effective as of the date set forth above.

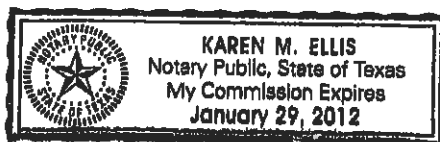
L.O.B. LIMITED PARTNERSHIP,
a Texas limited partnership

By: Ryko Development, Inc., its General Partner

By: 
Bassam Barazi, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 11 day of January, 2011, by Bassam Barazi, President of Ryko Development, Inc., the sole General Partner of L.O.B. Limited Partnership, a Texas limited partnership.




NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

AFTER RECORDING, RETURN TO:
Gary A. Messersmith
Looper, Reed & McGraw
1300 Post Oak Blvd., Suite 2000
Houston, Texas 77056-8000

RETURNED AT COUNTER TO:

Tom Tanamachi
1300 Post Oak, Suite 2000
Houston TX. 77045

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2011 Jan 18 08:44 AM

CH2 \$20.00

2011005639

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS



**AMENDED SUPPLEMENTARY DECLARATION FOR SECTION 13
PARTIAL REPLAT NO. 1
IN THE LAKES OF BELLA TERRA SUBDIVISION
TO ITS DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THIS AMENDED SUPPLEMENTARY DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LAKES OF BELLA TERRA SUBDIVISION is made effective the 16 day of June, 2013, by L.O.B. LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant pursuant to Document No. 2007008483 recorded in the Official Public Records of Fort Bend County, established the Declaration of Covenants, Conditions and Restrictions ("Declarations") for "Lakes of Bella Terra" a subdivision ("Subdivision") of land in Fort Bend County, Texas, as described by plats for Section One (1) through and including Section Eight (8) recorded in the Map Records of Fort Bend County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Property").

WHEREAS, pursuant to Article II, Section 2.02 of the Declarations, Declarant may add property to the Subdivision and make said additional property subject to the Declarations and the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declarations.

WHEREAS, effective January 11, 2011, Declarant under Document No. 2011005639 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 13 to the Subdivision and as a part of the Property.

WHEREAS, Declarant is the owner of property, which Declarant desires to add to the scheme of the Declarations, by filing of record this Supplementary Declaration. Said property is known as "Section Thirteen (13) Partial Replat No. 1", as described by the plat recorded under No. 20130099 in the Plat Records of Fort Bend County, Texas (all such land so owned and the improvements now or hereafter situated thereon being hereinafter included within the defined term "Property").

NOW, THEREFORE, Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declare that Section Thirteen (13) Partial Replat No. 1 shall be become part of the Property and Section 13 Partial Replat No. 1 shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations, which shall

run with said land and shall be binding upon all parties having any right, title, or interest in or to Section 13 Partial Replat No. 1 and the Property, or any part thereof, and their heirs, successors, representatives, and assigns. The covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations are covenants running with the land at law as well as in equity.

"Property" shall hereinafter mean and refer to the real property (including improvements) described in the Declarations, the Supplementary Declaration for Section 13 Partial Replat No. 1 and any additions thereto, as are subjected to any other Supplementary Declarations under the provisions of Article II, Section 2.02 of the Declarations.

EXECUTED effective as of the date set forth above.

L.O.B. LIMITED PARTNERSHIP,
a Texas limited partnership

By: Ryko Development, Inc., its General Partner

By: _____


Bassam Barazi, President

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

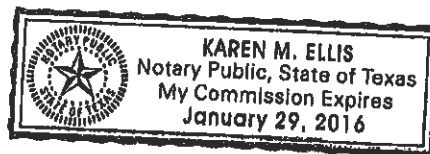
This instrument was acknowledged before me on this the 6 day of June, 2013, by Bassam Barazi, President of Ryko Development, Inc., the sole General Partner of L.O.B. Limited Partnership, a Texas limited partnership.


NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

AFTER RECORDING, RETURN TO:

**Gary A. Messersmith
Looper, Reed & McGraw
1300 Post Oak Blvd., Suite 2000
Houston, Texas 77056-8000**



RETURN TO: @ counter



BENCHMARK ENGINEERING CORPORATION

Consulting Engineers - Planners - Surveyors

LUIS D. VALENCIA

2401 Fountainview Dr., Ste. 500
Houston, TX 77057

Office (713) 266-9930
Direct (713) 554-2277
Fax (713) 266-3804

e-mail: lvalencia@benchmarkengr.net

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

Dianne Wilson, County Clerk
Fort Bend County, Texas

June 13, 2013 03:42:02 PM

FEE: \$19.00 JH
RESTRICT

2013073055





**SUPPLEMENTARY DECLARATION FOR SECTIONS 14 AND 15
IN THE LAKES OF BELLA TERRA SUBDIVISION
TO ITS DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THIS SUPPLEMENTARY DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LAKES OF BELLA TERRA SUBDIVISION is made effective the 4th day of May, 2012, by L.O.B. LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant pursuant to Document No. 2007008483 recorded in the Official Public Records of Fort Bend County, established the Declaration of Covenants, Conditions and Restrictions ("Declarations") for "Lakes of Bella Terra" a subdivision ("Subdivision") of land in Fort Bend County, Texas, as described by plats for Section One (1) through and including Section Eight (8) recorded in the Official Public Records of Fort Bend County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Property").

WHEREAS, pursuant to Article II, Section 2.02 of the Declarations, Declarant may add property to the Subdivision and make said additional property subject to the Declarations and the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declarations.

WHEREAS, effective September 3, 2008, Declarant under Document No. 2008100564 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 9 to the Subdivision and as a part of the Property and effective January 11, 2011, Declarant under Document No. 2011005639 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 12 and 13 to the Subdivision and as a part of the Property.

WHEREAS, Declarant is the owner of property, which Declarant desires to add to the scheme of the Declarations, by filing of record this Supplementary Declaration. Said property is known as "Section Fourteen (14) and Section Fifteen (15)", as described by the plats recorded, respectively, under Plat Numbers 20120085 and 20120081 in the Plat Records of Fort Bend County, Texas (all such land so owned and the improvements now or hereafter situated thereon being hereinafter included within the defined term "Property").

NOW, THEREFORE, Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declare that Section Fourteen (14) and Section Fifteen (15) shall become part of the Property and Section 14 and

Section 15 shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations, which shall run with said land and shall be binding upon all parties having any right, title, or interest in or to Sections 14 and 15 and the Property, or any part thereof, and their heirs, successors, representatives, and assigns. The covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations are covenants running with the land at law as well as in equity.

"Property" shall hereinafter mean and refer to the real property (including improvements) described in the Declarations, the Supplementary Declaration for Section 9, the Supplementary Declaration for Sections 12 and 13 and in this Supplementary Declaration for Sections 14 and 15 and any additions thereto, as are subjected to any other Supplementary Declarations under the provisions of Article II, Section 2.02 of the Declarations.

EXECUTED effective as of the date set forth above.

L.O.B. LIMITED PARTNERSHIP,
a Texas limited partnership

By: Ryko Development, Inc., its General Partner

By: 
Bassam Barazi, President

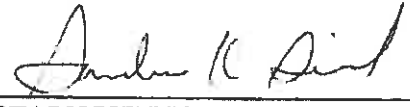
THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 4th day of May, 2012, by Bassam Barazi, President of Ryko Development, Inc., the sole General Partner of L.O.B. Limited Partnership, a Texas limited partnership.




NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 09/12/12

AFTER RECORDING, RETURN TO:

Gary A. Messersmith
Looper, Reed & McGraw
1300 Post Oak Blvd., Suite 2000
Houston, Texas 77056-8009

1049391.1

2

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



2012 May 10 11:34 AM

DP \$15.00

Dianne Wilson COUNTY CLERK
FT BEND COUNTY TEXAS

2012049861

27



RESTRICT

2012068014

3 PGS

**SUPPLEMENTARY DECLARATION FOR SECTIONS 16, 17 AND 18
IN THE LAKES OF BELLA TERRA SUBDIVISION
TO ITS DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THIS SUPPLEMENTARY DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LAKES OF BELLA TERRA SUBDIVISION is made effective the 15 day of June, 2012, by L.O.B. LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant pursuant to Document No. 2007008483 recorded in the Official Public Records of Fort Bend County, established the Declaration of Covenants, Conditions and Restrictions ("Declarations") for "Lakes of Bella Terra" a subdivision ("Subdivision") of land in Fort Bend County, Texas, as described by plats for Section One (1) through and including Section Eight (8) recorded in the Official Public Records of Fort Bend County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Property").

WHEREAS, pursuant to Article II, Section 2.02 of the Declarations, Declarant may add property to the Subdivision and make said additional property subject to the Declarations and the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declarations.

WHEREAS, effective September 3, 2008, Declarant under Document No. 2008100564 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 9 to the Subdivision and as a part of the Property, and effective January 11, 2011, Declarant under Document No. 2011005639 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 12 and 13 to the Subdivision and as a part of the Property, and effective May 4, 2012, Declarant under Document No. 2012049861 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 14 and 15 to the Subdivision and as a part of the Property.

WHEREAS, Declarant is the owner of property, which Declarant desires to add to the scheme of the Declarations, by filing of record this Supplementary Declaration. Said property is known as "Section Sixteen (16), Section Seventeen (17) and Section Eighteen (18)", as described by the plats recorded, respectively, under Plat Numbers 20120111, 20120112 and 20120110 in the Plat Records of Fort Bend County, Texas (all such land so owned and the improvements now or hereafter situated thereon being hereinafter included within the defined term "Property").

NOW, THEREFORE, Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declare that Section Sixteen (16), Section Seventeen (17) and Section Eighteen (18) shall be become part of the Property and Section 16, Section 17 and Section 18 shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations, which shall run with said land and shall be binding upon all parties having any right, title, or interest in or to Sections 16, 17 and 18 and the Property, or any part thereof, and their heirs, successors, representatives, and assigns. The covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations are covenants running with the land at law as well as in equity.

"Property" shall hereinafter mean and refer to the real property (including improvements) described in the Declarations, the Supplementary Declaration for Section 9, the Supplementary Declaration for Sections 12 and 13, the Supplementary Declaration for Sections 14 and 15 and this Supplementary Declaration for Sections 16, 17 and 18 and any additions thereto, as are subjected to any other Supplementary Declarations under the provisions of Article II, Section 2.02 of the Declarations.

EXECUTED effective as of the date set forth above.

L.O.B. LIMITED PARTNERSHIP,
a Texas limited partnership

By: Ryko Development, Inc., its General Partner

By: _____

Bassam Barazi President

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

This instrument was acknowledged before me on this the 19 day of June, 2012, by Bassam Barazi, President of Ryko Development, Inc., the sole General Partner of L.O.B. Limited Partnership, a Texas limited partnership.

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

AFTER RECORDING, RETURN TO:

Ret
Gary A. Messersmith
Looper, Reed & McGraw
1300 Post Oak Blvd., Suite 2000
Houston, Texas 77056-8000



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2012 Jun 25 11:00 AM

2012068014

BAK \$15.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS



THE LAKES OF BELLA TERRA
AMENDED SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS
ONLY FOR SECTION 16 OF THE SUBDIVISION

STATE OF TEXAS §
COUNTY OF FORT BEND §

KNOW ALL PERSONS BY THESE PRESENTS:

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ONLY FOR SECTION 16 is made this 14 day of June, 2013, by L.O.B. LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter sometimes referred to as "Declarant"),

WITNESSETH:

WHEREAS, the Declarant is the owner of the land within Lakes of Bella Terra, a subdivision of land in Fort Bend County, Texas, known as Section Sixteen (16), according to the plat thereof recorded in the Map Records of Fort Bend County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Section 16 Property"); and

NOW, THEREFORE, Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declare that only the Section 16 Property, shall be held, transferred, sold, conveyed, and occupied subject to the specific revisions hereinafter set forth, which shall run with the land and shall be binding upon all parties having any right, title, or interest in or to only the Section 16 Property, or any part thereof, and their heirs, successors, representatives, and assigns. The covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth are covenants running with the land at law as well as in equity.

Article III Section 4 shall be revised by adding the following as the ninth (9th) subsection regarding what the Gated Annual Assessments, only for Section 16, may also be used to finance:

"(9) The maintenance of only the front yard of each Lot, only in Section 16, however not including any flower beds, but including and not limited to mowing and fertilization of the grass and shrub pruning and shaping. A further description of said maintenance may be set out in the Builder/Architectural Guidelines adopted from time to time by the Lakes of Bella Terra Community Association, Inc. or its Architectural Control Committee regarding Section 16. Each Owner of a Lot, only within Section 16, hereby absolutely grants the Association the right to maintain only in the front yard of each Owner's Lot but not including any flower beds."

EXECUTED effective as of the date set forth above.

L.O.B. LIMITED PARTNERSHIP,
a Texas limited partnership

By: Ryko Development, Inc., its General Partner

By:


Bassam Barazi, President

THE STATE OF TEXAS


§

COUNTY OF HARRIS

§

§

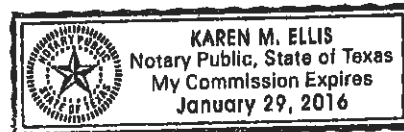
This instrument was acknowledged before me on this the 6 day of June, 2013, by Bassam Barazi, President of Ryko Development, Inc., a Virginia corporation, the sole General Partner of L.O.B. Limited Partnership, a Texas limited partnership.


NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

AFTER RECORDING, RETURN TO:

**Gary A. Messersmith
Looper, Reed & McGraw
1300 Post Oak Blvd., Suite 2000
Houston, Texas 77056-8000**



Chesmar Homes

Approve and accepted by Scott Merovitch, Builder, and the Owner of Lot ____, Block ____
of Section 16.

By: 

Name: Scott Merovitch

Title: President Houston

RETURN TO: @ counter



BENCHMARK ENGINEERING CORPORATION

Consulting Engineers - Planners - Surveyors

LUIS D. VALENCIA

2401 Fountainview Dr., Ste. 500
Houston, TX 77057

Office (713) 266-9930
Direct (713) 554-2277
Pax (713) 266-3804

e-mail: lvalencia@benchmarkengr.net

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

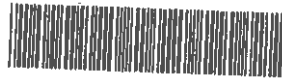
Dianne Wilson, County Clerk
Fort Bend County, Texas



June 13, 2013 03:42:02 PM

FEE: \$23.00 JH
RESTRICT

2013073056



**SUPPLEMENTARY DECLARATION FOR SECTION 19
IN THE LAKES OF BELLA TERRA SUBDIVISION
TO ITS DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THIS SUPPLEMENTARY DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LAKES OF BELLA TERRA SUBDIVISION is made effective the 14 day of June, 2013, by L.O.B. LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant pursuant to Document No. 2007008483 recorded in the Official Public Records of Fort Bend County, established the Declaration of Covenants, Conditions and Restrictions ("Declarations") for "Lakes of Bella Terra" a subdivision ("Subdivision") of land in Fort Bend County, Texas, as described by plats for Section One (1) through and including Section Eight (8) recorded in the Official Public Records of Fort Bend County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Property").

WHEREAS, pursuant to Article II, Section 2.02 of the Declarations, Declarant may add property to the Subdivision and make said additional property subject to the Declarations and the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declarations.

WHEREAS, effective September 3, 2008, Declarant under Document No. 2008100564 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 9 to the Subdivision and as a part of the Property and effective January 11, 2011, Declarant under Document No. 2011005639 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 12 and 13 to the Subdivision and as a part of the Property.

WHEREAS, effective May 4, 2012, Declarant under Document No. 2012049861 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 14 and 15 to the Subdivision and as a part of the Property.

WHEREAS, effective June 25, 2012, Declarant under Document No. 2012068014 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 16, 17 and 18 to the Subdivision and as a part of the Property.

WHEREAS, effective February 27, 2013, Declarant under Document No. 2013024582 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 23 and 24 to the Subdivision and as a part of the Property.

WHEREAS, Declarant is the owner of property, which Declarant desires to add to the scheme of the Declarations, by filing of record this Supplementary Declaration. Said property is known as "Section Nineteen (19)", as described by the plat recorded under Plat Number 20130063 in the Plat Records of Fort Bend County, Texas (all such land so owned and the improvements now or hereafter situated thereon being hereinafter included within the defined term "Property").

NOW, THEREFORE, Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declare that Section Nineteen (19) shall be become part of the Property and Section 19 shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations, which shall run with said land and shall be binding upon all parties having any right, title, or interest in or to Section 19 and the Property, or any part thereof, and their heirs, successors, representatives, and assigns. The covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations are covenants running with the land at law as well as in equity.

Article III Section 4 shall be revised by adding the following as the tenth (10th) subsection regarding what the Gated Annual Assessments, only for Section 19, may also be used to finance:

"(10) The maintenance of only the front yard of each Lot, only in Section 19, however not including any flower beds, but including and not limited to mowing and fertilization of the grass and shrub pruning and shaping. A further description of said maintenance may be set out in the Builder/Architectural Guidelines adopted from time to time by the Lakes of Bella Terra Community Association, Inc. or its Architectural Control Committee regarding Section 19. Each Owner of a Lot, only within Section 19, hereby absolutely grants the Association the right to maintain only in the front yard of each Owner's Lot but not including any flower beds."

"Property" shall hereinafter mean and refer to the real property (including improvements) described in the Declarations, the Supplementary Declaration for Section 9, the Supplementary Declaration for Sections 12 and 13, the Supplementary Declaration for Sections 14 and 15, the Supplementary Declaration for Sections 16, 17 and 18, the Supplementary Declaration for Sections 23 and 24 and in this Supplementary Declaration for Section 19 and any additions thereto, as are subjected to any other Supplementary Declarations under the provisions of Article II, Section 2.02 of the Declarations.

EXECUTED effective as of the date set forth above.

L.O.B. LIMITED PARTNERSHIP,
a Texas limited partnership

By: Ryko Development, Inc., its General Partner

By: 
Bassam Barazi, President

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

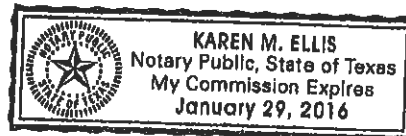
This instrument was acknowledged before me on this the 6 day of June, 2013, by Bassam Barazi, President of Ryko Development, Inc., the sole General Partner of L.O.B. Limited Partnership, a Texas limited partnership.


NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

AFTER RECORDING, RETURN TO:

Gary A. Messersmith
Looper, Reed & McGraw
1300 Post Oak Blvd., Suite 2000
Houston, Texas 77056-8000



RETURN TO: @ counter



BENCHMARK ENGINEERING CORPORATION

Consulting Engineers - Planners - Surveyors

LUIS D. VALENCIA

2401 Fountainview Dr., Ste. 500
Houston, TX 77057

Office (713) 266-9930
Direct (713) 554-2277
Fax (713) 266-3804

e-mail: lvalencia@benchmarkengr.net

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

Dianne Wilson, County Clerk
Fort Bend County, Texas



June 13, 2013 03:42:02 PM

FEE: \$23.00 JH
RESTRICT

2013073057



**SUPPLEMENTARY DECLARATION FOR SECTION 21
IN THE LAKES OF BELLA TERRA SUBDIVISION
TO ITS DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THIS SUPPLEMENTARY DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LAKES OF BELLA TERRA SUBDIVISION is made effective the 16 day of December, 2013, by L.O.B. LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant pursuant to Document No. 2007008483 recorded in the Official Public Records of Fort Bend County, established the Declaration of Covenants, Conditions and Restrictions ("Declarations") for "Lakes of Bella Terra" a subdivision ("Subdivision") of land in Fort Bend County, Texas, as described by plats for Section One (1) through and including Section Eight (8) recorded in the Map Records of Fort Bend County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Property");

WHEREAS, pursuant to Article 1, Section 3 of the Declarations, Declarant may add property to the Subdivision and make said additional property subject to the Declarations and the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declarations;

WHEREAS, effective September 3, 2008, Declarant under Document No. 2008100564 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 9 to the Subdivision and as a part of the Property;

WHEREAS, effective January 11, 2011, Declarant under Document No. 2011005639 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 12 and 13 to the Subdivision and as a part of the Property;

WHEREAS, effective May 4, 2012, Declarant under Document No. 2012049861 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 14 and 15 to the Subdivision and as a part of the Property;

WHEREAS, effective June 19, 2012 Declarant under Document No. 2012068014 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 16, 17 and 18 to the Subdivision and as part of the Property;

WHEREAS, effective February 27, 2013, Declarant under Document No. 2013024582 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 23 and 24 to the Subdivision and as part of the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073055 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 13 Partial Replat No. 1 to the Subdivision and as part of the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073056 of the Official Public Records of Fort Bend County, Texas, made an Amended Supplementary Declaration relating to Gated Annual Assessments for Section 16 of the Subdivision and the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073057 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 19 to the Subdivision and as part of the Property;

WHEREAS, effective November 4, 2013, Declarant under Document No. 2013143717 of the Official Public Records of Fort Bend County, Texas made a First Amended Correction to Supplementary Declarations correcting references made in prior documents;

WHEREAS, effective December 4, 2013, Declarant under Document No. 2013152383 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 11 and 20 to the Subdivision and as part of the Property; and

WHEREAS, Declarant is the owner of property, which Declarant desires to add to the scheme of the Declarations, by filing of record this Supplementary Declaration. Said property is known as "Section Twenty One (21)", as described by the plat recorded under Number 2013152796 in the Plat Records of Fort Bend County, Texas (all such land so owned and the improvements now or hereafter situated thereon being hereinafter included within the defined terms "Subdivision" and "Property").

NOW, THEREFORE, Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declare that Section Twenty One (21) shall become part of the Subdivision and part of the Property and Section 21 shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations, which shall run with said land and shall be binding upon all parties having any right, title, or interest in or to Section 21 and the Property, or any part thereof, and their heirs, successors, representatives, and assigns. The covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations are covenants running with the land at law as well as in equity.

"Property" shall hereinafter mean and refer to the real property (including improvements) described in the Declarations, the Supplementary Declaration for Section 9, the Supplementary Declaration for Sections 12 and 13, the Supplementary Declaration for Sections 14 and 15, the Supplementary Declaration for Sections 16, 17 and 18, the Supplementary Declaration for

Sections 23 and 24, the Supplementary Declaration for Section 13 Partial Replat No. 1, the Supplementary Declaration for Section 19, the Supplementary Declaration for Sections 11 and 20, and in this Supplementary Declaration for Section 21, and any additions thereto, as are subjected to any other Supplementary Declarations under the provisions of Article I, Section 3 of the Declarations.

[Signature to follow]

EXECUTED effective as of the date set forth above.

L.O.B. LIMITED PARTNERSHIP,
a Texas limited partnership

By: Ryko Development, Inc., its General Partner

By: [Signature]
Bassam Barazi, President

THE STATE OF TEXAS

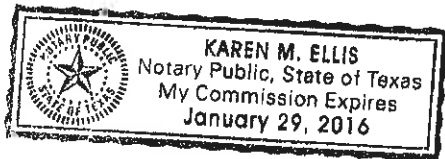
§
§
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COUNTY OF HARRIS

This instrument was acknowledged before me on this the 16 day of December, 2013, by Bassam Barazi, President of Ryko Development, Inc., the sole General Partner of L.O.B. Limited Partnership, a Texas limited partnership.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____



AFTER RECORDING, RETURN TO:

Abe S. Goren
Wilson, Cribbs and Goren
2500 Fannin
Houston, Texas 77002
File No. 8133-13

2014027342
ELECTRONICALLY RECORDED
Official Public Records
3/24/2014 10:19 AM



Dianne Wilson
Dianne Wilson, County Clerk
Fort Bend County Texas
Pages: 4 Fee: \$ 23.00

**SUPPLEMENTARY DECLARATION FOR SECTIONS 22 AND 25
IN THE LAKES OF BELLA TERRA SUBDIVISION
TO ITS DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THIS SUPPLEMENTARY DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LAKES OF BELLA TERRA SUBDIVISION is made effective the 17th day of March, 2014, by L.O.B. LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant pursuant to Document No. 2007008483 recorded in the Official Public Records of Fort Bend County, established the Declaration of Covenants, Conditions and Restrictions ("Declarations") for "Lakes of Bella Terra" a subdivision ("Subdivision") of land in Fort Bend County, Texas, as described by plats for Section One (1) through and including Section Eight (8) recorded in the Map Records of Fort Bend County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Property");

WHEREAS, pursuant to Article I, Section 3 of the Declarations, Declarant may add property to the Subdivision and make said additional property subject to the Declarations and the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declarations;

WHEREAS, effective September 3, 2008, Declarant under Document No. 2008100564 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 9 to the Subdivision and as a part of the Property;

WHEREAS, effective January 11, 2011, Declarant under Document No. 2011005639 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 12 and 13 to the Subdivision and as a part of the Property;

WHEREAS, effective May 4, 2012, Declarant under Document No. 2012049861 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 14 and 15 to the Subdivision and as a part of the Property;

WHEREAS, effective June 19, 2012 Declarant under Document No. 2012068014 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 16, 17 and 18 to the Subdivision and as part of the Property;

WHEREAS, effective February 27, 2013, Declarant under Document No. 2013024582 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 23 and 24 to the Subdivision and as part of the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073055 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 13 Partial Replat No. 1 to the Subdivision and as part of the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073056 of the Official Public Records of Fort Bend County, Texas, made an Amended Supplementary Declaration relating to Gated Annual Assessments for Section 16 of the Subdivision and the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073057 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 19 to the Subdivision and as part of the Property;

WHEREAS, effective November 4, 2013, Declarant under Document No. 2013143717 of the Official Public Records of Fort Bend County, Texas made a First Amended Correction to Supplementary Declarations correcting references made in prior documents;

WHEREAS, effective December 4, 2013, Declarant under Document No. 2013152383 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 11 and 20 to the Subdivision and as part of the Property; and

WHEREAS, effective December 16, 2013, Declarant under Document No. 2013156242 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 21 to the Subdivision and as part of the Property; and

WHEREAS, effective February 19, 2014, Declarant under Document No. 2014018911 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 26 and 27 to the Subdivision and as part of the Property; and

WHEREAS, Declarant is the owner of property, which Declarant desires to add to the scheme of the Declarations, by filing of record this Supplementary Declaration. Said property is known as "Section Twenty Two (22) and Section Twenty Five (25)", as described by the plats recorded under Numbers 2014023247 and 2014017859 in the Plat Records of Fort Bend County, Texas (all such land so owned and the improvements now or hereafter situated thereon being hereinafter included within the defined terms "Subdivision" and "Property").

NOW, THEREFORE, Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declare that Section

Twenty Two (22) and Section Twenty Five (25) shall become part of the Subdivision and part of the Property and Section 22 and Section 25 shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations, which shall run with said land and shall be binding upon all parties having any right, title, or interest in or to Section 22 and Section 25 and the Property, or any part thereof, and their heirs, successors, representatives, and assigns. The covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations are covenants running with the land at law as well as in equity.

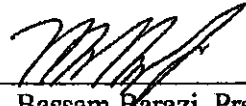
"Property" shall hereinafter mean and refer to the real property (including improvements) described in the Declarations, the Supplementary Declaration for Section 9, the Supplementary Declaration for Sections 12 and 13, the Supplementary Declaration for Sections 14 and 15, the Supplementary Declaration for Sections 16, 17 and 18, the Supplementary Declaration for Sections 23 and 24, the Supplementary Declaration for Section 13 Partial Replat No. 1, the Supplementary Declaration for Section 19, the Supplementary Declaration for Sections 11 and 20, the Supplementary Declaration for Section 21, the Supplementary Declaration for Sections 26 and 27, and in this Supplementary Declaration for Section 22 and Section 25, and any additions thereto, as are subjected to any other Supplementary Declarations under the provisions of Article I, Section 3 of the Declarations.

[Signature to follow]

EXECUTED effective as of the date set forth above.

L.O.B. LIMITED PARTNERSHIP,
a Texas limited partnership


By: Ryko Development, Inc., its General Partner

By: 
Bassam Barazi, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 17 day of March, 2014, by Bassam Barazi, President of Ryko Development, Inc., the sole General Partner of L.O.B. Limited Partnership, a Texas limited partnership.




NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: _____

AFTER RECORDING, RETURN TO:
Abe S. Goren
Wilson, Cribbs and Goren
2500 Fannin
Houston, Texas 77002
File No. 8133-13

84



**SUPPLEMENTARY DECLARATION FOR SECTIONS 23 AND 24
IN THE LAKES OF BELLA TERRA SUBDIVISION
TO ITS DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THIS SUPPLEMENTARY DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LAKES OF BELLA TERRA SUBDIVISION is made effective the 27th day of February, 2013, by L.O.B. LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant pursuant to Document No. 2007008483 recorded in the Official Public Records of Fort Bend County, established the Declaration of Covenants, Conditions and Restrictions ("Declarations") for "Lakes of Bella Terra" a subdivision ("Subdivision") of land in Fort Bend County, Texas, as described by plats for Section One (1) through and including Section Eight (8) recorded in the Official Public Records of Fort Bend County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Property").

WHEREAS, pursuant to Article II, Section 2.02 of the Declarations, Declarant may add property to the Subdivision and make said additional property subject to the Declarations and the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declarations.

WHEREAS, effective September 3, 2008, Declarant under Document No. 2008100564 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 9 to the Subdivision and as a part of the Property, effective January 11, 2011, Declarant under Document No. 2011005639 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 12 and 13 to the Subdivision and as a part of the Property, effective May 4, 2012, Declarant under Document No. 2012049861 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 14 and 15 to the Subdivision and as a part of the Property, and effective June 19, 2012 Declarant under Document No. 2012068014 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 16, 17 and 18 to the Subdivision and as part of the Property.

WHEREAS, Declarant is the owner of property, which Declarant desires to add to the scheme of the Declarations, by filing of record this Supplementary Declaration. Said property is known as "Section Twenty-Three (23) and Section Twenty-Four (24)", as described by the plats recorded, respectively, under Plat Numbers 20130031 and 20130033 in the Plat Records of Fort

Bend County, Texas (all such land so owned and the improvements now or hereafter situated thereon being hereinafter included within the defined term "Property").

NOW, THEREFORE, Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declare that Section Twenty-Three (23) and Section Twenty-Four (24) shall be become part of the Property and Section 23 and Section 24 shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations, which shall run with said land and shall be binding upon all parties having any right, title, or interest in or to Sections 23 and 24 and the Property, or any part thereof, and their heirs, successors, representatives, and assigns. The covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations are covenants running with the land at law as well as in equity.

"Property" shall hereinafter mean and refer to the real property (including improvements) described in the Declarations, the Supplementary Declaration for Section 9, the Supplementary Declaration for Sections 12 and 13, the Supplementary Declaration for Sections 14 and 15, the Supplementary Declaration for Sections 16, 17 and 18, and the Supplementary Declaration for Sections 23 and 24 and any additions thereto, as are subjected to any other Supplementary Declarations under the provisions of Article II, Section 2.02 of the Declarations.

EXECUTED effective as of the date set forth above.

L.O.B. LIMITED PARTNERSHIP,
a Texas limited partnership


By: Ryko Development, Inc., its General Partner

By: 
Bassam Barazi, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 27 day of February, 2013, by Bassam Barazi, President of Ryko Development, Inc., the sole General Partner of L.O.B. Limited Partnership, a Texas limited partnership.




NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: _____

RETURNED AT COUNTER TO:

BENCHMARK ENGINEERING CORP.
- LUIS D. VALENCIA
2401 FOUNTAINVIEW #500, HOUSTON, TX 77057

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

Dianne Wilson, County Clerk
Fort Bend County, Texas



March 01, 2013 09:24:19 AM

FEE: \$15.00 MAM
RESTRICT

2013024582



**SUPPLEMENTARY DECLARATION FOR SECTIONS 26 AND 27
IN THE LAKES OF BELLA TERRA SUBDIVISION
TO ITS DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THIS SUPPLEMENTARY DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LAKES OF BELLA TERRA SUBDIVISION is made effective the 19th day of February, 2014, by L.O.B. LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant pursuant to Document No. 2007008483 recorded in the Official Public Records of Fort Bend County, established the Declaration of Covenants, Conditions and Restrictions ("Declarations") for "Lakes of Bella Terra" a subdivision ("Subdivision") of land in Fort Bend County, Texas, as described by plats for Section One (1) through and including Section Eight (8) recorded in the Map Records of Fort Bend County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Property");

WHEREAS, pursuant to Article I, Section 3 of the Declarations, Declarant may add property to the Subdivision and make said additional property subject to the Declarations and the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declarations;

WHEREAS, effective September 3, 2008, Declarant under Document No. 2008100564 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 9 to the Subdivision and as a part of the Property;

WHEREAS, effective January 11, 2011, Declarant under Document No. 2011005639 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 12 and 13 to the Subdivision and as a part of the Property;

WHEREAS, effective May 4, 2012, Declarant under Document No. 2012049861 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 14 and 15 to the Subdivision and as a part of the Property;

WHEREAS, effective June 19, 2012 Declarant under Document No. 2012068014 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 16, 17 and 18 to the Subdivision and as part of the Property;

WHEREAS, effective February 27, 2013, Declarant under Document No. 2013024582 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 23 and 24 to the Subdivision and as part of the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073055 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 13 Partial Replat No. 1 to the Subdivision and as part of the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073056 of the Official Public Records of Fort Bend County, Texas, made an Amended Supplementary Declaration relating to Gated Annual Assessments for Section 16 of the Subdivision and the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073057 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 19 to the Subdivision and as part of the Property;

WHEREAS, effective November 4, 2013, Declarant under Document No. 2013143717 of the Official Public Records of Fort Bend County, Texas made a First Amended Correction to Supplementary Declarations correcting references made in prior documents;

WHEREAS, effective December 4, 2013, Declarant under Document No. 2013152383 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 11 and 20 to the Subdivision and as part of the Property; and

WHEREAS, effective December 16, 2013, Declarant under Document No. 2013156242 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 21 to the Subdivision and as part of the Property; and

WHEREAS, Declarant is the owner of property, which Declarant desires to add to the scheme of the Declarations, by filing of record this Supplementary Declaration. Said property is known as "Section Twenty Six (26) and Section Twenty Seven (27)", as described by the plats recorded under Numbers 20140021 and 20140020 in the Plat Records of Fort Bend County, Texas (all such land so owned and the improvements now or hereafter situated thereon being hereinafter included within the defined terms "Subdivision" and "Property").

NOW, THEREFORE, Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declare that Section Twenty Six (26) and Section Twenty Seven (27) shall become part of the Subdivision and part of the Property and Section 26 and Section 27 shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations, which shall run with said land and shall be binding upon all parties having any right, title, or interest in or to Section 26 and Section 27 and the Property, or any part thereof, and their heirs, successors, representatives, and assigns. The covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations are covenants running with the land at law as well as in equity.

"Property" shall hereinafter mean and refer to the real property (including improvements) described in the Declarations, the Supplementary Declaration for Section 9, the Supplementary Declaration for Sections 12 and 13, the Supplementary Declaration for Sections 14 and 15, the Supplementary Declaration for Sections 16, 17 and 18, the Supplementary Declaration for Sections 23 and 24, the Supplementary Declaration for Section 13 Partial Replat No. 1, the Supplementary Declaration for Section 19, the Supplementary Declaration for Sections 11 and 20, the Supplementary Declaration for Section 21, and in this Supplementary Declaration for Section 26 and Section 27, and any additions thereto, as are subjected to any other Supplementary Declarations under the provisions of Article I, Section 3 of the Declarations.

[Signature to follow]

EXECUTED effective as of the date set forth above.

L.O.B. LIMITED PARTNERSHIP,
a Texas limited partnership

By: Ryko Development, Inc., its General Partner

By: _____


Bassam Barazi, President

THE STATE OF TEXAS

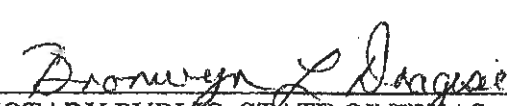
§

COUNTY OF HARRIS

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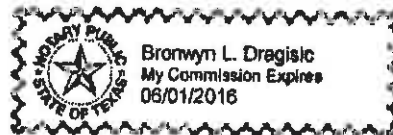
This instrument was acknowledged before me on this the 19th day of February, 2014, by Bassam Barazi, President of Ryko Development, Inc., the sole General Partner of L.O.B. Limited Partnership, a Texas limited partnership.


NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: June 1, 2016

AFTER RECORDING, RETURN TO:

Abe S. Goren
Wilson, Cribbs and Goren
2500 Fannin
Houston, Texas 77002
File No. 8133-13



2014097068
ELECTRONICALLY RECORDED
Official Public Records
9/4/2014 3:14 PM



Dianne Wilson
Dianne Wilson, County Clerk
Fort Bend County Texas
Pages: 10 Fee: \$ 45.00

**SUPPLEMENTARY DECLARATION FOR SECTION 28
IN THE LAKES OF BELLA TERRA SUBDIVISION
TO ITS DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THIS SUPPLEMENTARY DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LAKES OF BELLA TERRA SUBDIVISION is made effective the 4th day of September, 2014, by L.O.B. LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant pursuant to Document No. 2007008483 recorded in the Official Public Records of Fort Bend County, established the Declaration of Covenants, Conditions and Restrictions ("Declarations") for "Lakes of Bella Terra" a subdivision ("Subdivision") of land in Fort Bend County, Texas, as described by plats for Section One (1) through and including Section Eight (8) recorded in the Map Records of Fort Bend County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Property");

WHEREAS, pursuant to Article I, Section 3 of the Declarations, Declarant may add property to the Subdivision and make said additional property subject to the Declarations and the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declarations;

WHEREAS, effective September 3, 2008, Declarant under Document No. 2008100564 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 9 to the Subdivision and as a part of the Property;

WHEREAS, effective January 11, 2011, Declarant under Document No. 2011005639 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 12 and 13 to the Subdivision and as a part of the Property;

WHEREAS, effective May 4, 2012, Declarant under Document No. 2012049861 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 14 and 15 to the Subdivision and as a part of the Property;

WHEREAS, effective June 19, 2012 Declarant under Document No. 2012068014 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 16, 17 and 18 to the Subdivision and as part of the Property;

WHEREAS, effective February 27, 2013, Declarant under Document No. 2013024582 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 23 and 24 to the Subdivision and as part of the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073055 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 13 Partial Replat No. 1 to the Subdivision and as part of the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073056 of the Official Public Records of Fort Bend County, Texas, made an Amended Supplementary Declaration relating to Gated Annual Assessments for Section 16 of the Subdivision and the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073057 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 19 to the Subdivision and as part of the Property;

WHEREAS, effective November 4, 2013, Declarant under Document No. 2013143717 of the Official Public Records of Fort Bend County, Texas made a First Amended Correction to Supplementary Declarations correcting references made in prior documents;

WHEREAS, effective December 4, 2013, Declarant under Document No. 2013152383 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 11 and 20 to the Subdivision and as part of the Property; and

WHEREAS, effective December 16, 2013, Declarant under Document No. 2013156242 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 21 to the Subdivision and as part of the Property; and

WHEREAS, effective February 19, 2014, Declarant under Document No. 2014018911 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 26 and 27 to the Subdivision and as part of the Property; and

WHEREAS, effective March 17, 2014, Declarant under Document No. 2014027342 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 22 and 25 to the Subdivision and as part of the Property; and

WHEREAS, Declarant is the owner of property, which Declarant desires to add to the scheme of the Declarations, by filing of record this Supplementary Declaration. Said property is known as "Section Twenty Eight (28)" and sometimes referred to herein as a "Townhome Community", as described by the plat recorded under Number 2014065734 in the Plat Records of Fort Bend County, Texas (all such land so owned and the improvements now or hereafter situated thereon being hereinafter included within the defined terms "Subdivision" and "Property").

201000000 Page 0 of 10

NOW, THEREFORE, Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declare that Section Twenty Eight (28) shall become part of the Subdivision and part of the Property and Section Twenty Eight (28) shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations, which shall run with said land and shall be binding upon all parties having any right, title, or interest in or to Section Twenty Eight (28) and the Property, or any part thereof, and their heirs, successors, representatives, and assigns. The covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations are covenants running with the land at law as well as in equity.

"Property" shall mean and refer to the real property (including improvements) described in the Declarations, the Supplementary Declaration for Section 9, the Supplementary Declaration for Sections 12 and 13, the Supplementary Declaration for Sections 14 and 15, the Supplementary Declaration for Sections 16, 17 and 18, the Supplementary Declaration for Sections 23 and 24, the Supplementary Declaration for Section 13 Partial Replat No. 1, the Supplementary Declaration for Section 19, the Supplementary Declaration for Sections 11 and 20, the Supplementary Declaration for Section 21, the Supplementary Declaration for Sections 26 and 27, the Supplementary Declaration for Section 22 and Section 25, and in this Supplementary Declaration for Section 28, and any additions thereto, as are subjected to any other Supplementary Declarations under the provisions of Article I, Section 3 of the Declarations.

In addition to the provisions of the Declarations, Declarant adopts the following covenants and restrictions, which shall be applicable only to the Lots in Section Twenty Eight (28), and which shall run with said land and shall be binding upon all parties having any right, title, or interest in or to Section Twenty Eight (28) and the Property, or any part thereof, and their heirs, successors, representatives, and assigns:

1. Assessments. Article III, Section 1 of the Declarations shall be revised by adding a fifth (5th) category of assessments payable to the Association by each Owner of a Lot within Section Twenty Eight (28), being hereinafter referred to as "Townhome Annual Assessments", which shall be further subject to the following terms and conditions:

- a. Purpose. Townhome Annual Assessments shall be levied upon each Lot within a Townhome Community to provide funds for the use and benefit of the Owners in the Townhome Community. Townhome Annual Assessments may be used to finance the following:
 - (1) Operation, maintenance, repair, replacement and improvement of the Common Areas, the Common Facilities, Common Personal Property, and all Landscaping in the Common Areas that is located within the Townhome Community, including funding of appropriate reserves for future repair, replacement and improvement of same.

- (2) Paying the cost of labor, equipment (including expense of leasing any equipment) and material, required for the Common Areas, Common Facilities, and Common Personal Property within the Townhome Community;
- (3) Designing, purchasing and installing any improvements to the Common Areas within the Townhome Community;
- (4) Mowing and routine maintenance of the Common Areas within the Townhome Community;
- (5) Removing debris from the Common Areas within the Townhome Community;
- (6) Repairing all areas of erosion within the Common Areas within the Townhome Community;
- (7) Improving and maintaining the proposed visitor parking lot to be shared by the Owners of Lots within Section Twenty Eight (28) and the proposed Section Twenty Nine (29) of the Subdivision (the "Townhome Parking Area"), as shown on the recorded plat of said Section Twenty Nine (29), if and when such parking lot constructed in Declarant's sole and absolute discretion;
- (8) Paying the costs of insurance pursuant to Section 7 below; and
- (9) Maintaining the exterior of the Townhome Units in accordance with Section 6 below, subject to the limitations set forth therein.
- b. Basis for Assessment. Subject to the provisions of Article III, Section 5 of the Declarations, Townhome Annual Assessments shall be levied against each Lot within the Townhome Community by the Board of Directors of the Association on an annual per Lot basis. The square footage contained in each Lot or within each house and/or dwelling within the Townhome Community shall not be considered. After consideration of current costs and future needs of the Association, the Board shall fix the Townhome Annual Assessment at any amount not in excess of the hereinafter stated maximum.
- c. Maximum Annual Assessment. Until December 31, 2014, the maximum Townhome Annual Assessment shall be \$900 for each Lot in the Townhome Community. From and after January 1, 2015, the maximum Townhome Annual Assessment may be increased each year not more than ten percent (10%) (such percentage may be cumulative from year to year) above the maximum assessment for the previous year by the Board of Directors of the Association without a vote of the Members. The maximum Townhome Annual Assessment may be increased above such amount with the approval of a majority of the total eligible votes of

each class of the membership of the Association by Members voting in person or by proxy at a meeting called for such purpose.

- d. Lots Owned by Builders. Lots in the Townhome Community owned by a Builder shall be subject to the obligation of payment of Townhome Annual Assessments at the rate of 50% of the amount assessed against the Lots owned by the Class A Members who are not Builders until the sale of a Lot from a Builder to a Class A Member. Thereafter, the Townhome Annual Assessment shall be paid for such Lots.

2. Special Assessments; Capitalization Fee. Each Owner of a Townhome Unit (defined below) other than Declarant or a Builder (whether one or more persons and regardless of whether such Owner holds the fee interest singly or jointly), at the time it purchases a Townhome Unit from the previous owner (i.e. at every sale beginning with the first Owner to purchase a Townhome Unit from Declarant or a Builder), shall be obligated to pay a capitalization fee in the amount of twenty-five percent (25%) of the then Townhome Annual Assessment to the Association, which funds shall be used to defray operating costs and other expenses of the Association and to keep the Association well capitalized, as the Board shall determine in its sole discretion. This amount may be changed prospectively by Board action, but not retroactively, if the Board determines it to be in the best interest of the Association.

3. Party Walls. For the purposes hereof, the term "Townhome Unit" means and refers to any improvements on a Lot in the Townhome Community which are designated and intended for occupancy and use as a residence by one person, by a single family, or by persons maintaining a common household.

- a. General Rules of Law to Apply. Each wall built as a part of the original construction of the Townhome Units which shall serve and separate any two (2) adjoining Townhome Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- b. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who the wall serves in equal proportions.
- c. Damage and Destruction. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who the wall serves may restore it, and the other Owner or Owners that the wall serves shall thereafter contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

- d. Weatherproofing. Notwithstanding any other provision of this Section, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- e. Right to Contribution Runs with Land. The right of any Owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors-in-title.
- f. Foundation, Fences. Common foundations which form a part of the Townhome Units and common fences between Townhome Units, if any, will be dealt with in the same fashion as party walls, as set forth in this Section.
- g. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefore by the Board of Directors of the Association, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

4. Townhome Parking Area. The Townhome Parking Area is to be used for temporary parking in accordance with this Section and for no other purposes unless otherwise approved by the Board of the Association. Temporary parking in the Townhome Parking Area is permitted by Occupant vehicles, guests and invitees, and by pick-up or delivery services, but solely for purposes of loading and unloading of passengers and cargo, and subject to such rules and regulations as from time to time promulgated by the Board and other applicable ordinances and laws (such as prohibitions against parking in fire lanes, or in such manner as to block entry to or exit from the subdivision). "Temporary" means only for so long a period of time as is reasonably necessary to complete loading, unloading, pick-up or delivery, with such activity commenced promptly after the vehicle is parked. Any parking in excess of twenty (20) minutes is presumed not to be temporary. Pick-up or deliveries requiring longer than twenty (20) minutes (such as moving in or out of a residence) shall be coordinated with the Association, shall be conducted in such manner as to minimize interference with traffic and pedestrian ingress and egress, and shall otherwise be conducted in accordance with directives of the Association and applicable rules and regulations. The Association may prohibit very large and/or heavy vehicles which may cause damage to the parallel parking spaces and the Townhome Parking Area in the Townhome Community, and in all events, each Owner, and their tenant is, as applicable, shall be liable for all damages caused to any property by entry into or parking of any such vehicle in the Townhome at the request of or on behalf of such Owner or tenant.

5. Side Setbacks. Article V, Section 3 of the Declarations shall be revised to exclude Lots within the Section Twenty Eight (28) from the side setback requirements set forth therein with respect to the Lot line on which a party wall is located. With respect to all other side Lot lines, no part of a residence or garage shall be located on a Lot near than five (5) feet to a side Lot line; provided, however, notwithstanding the foregoing, a detached garage may be located no nearer than three (3) feet from a side Lot line.

6. Maintenance of Townhome Units. Any paved or concrete walkways, driveways, parking areas and patios located within the boundaries of a Townhome Unit shall be the responsibility of the Owner of such Townhome Unit. The Association shall provide exterior maintenance upon Townhome Unit improvements as follows: paint, repair, replace, and care for roof surfaces and roof systems, (i.e. shingles and decking only) gutters, downspouts, chimneys, and, all exterior building surfaces except patios, decks, entry doors and garage doors (except as noted below), glass and their appurtenant hardware. The garage and entry doors are painted originally by the Builder, and are repainted on a periodic basis by the Association, the timing of such to be in the sole discretion of the Association. In between the times painted by the Association, the Owner is responsible for painting and the Owner is always responsible for all maintenance. There are hereby reserved to the Association easements over the Townhome Community as needed to enable the Association to fulfill its maintenance and other responsibilities and obligations set out in this Declaration. The Association shall have the right but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners. Except as otherwise provided herein, all costs associated with maintenance, repair and replacement of the Common Areas within the Townhome Community, shall be a common expense to be allocated among the Townhome Units as part of the Townhome Annual Assessments. The Association will only perform the various items to which it has reasonable access. If reasonable access is blocked or denied, the Association will not perform such items, however the assessments of any Owner whose Townhome Unit does not allow reasonable access will not be reduced.

Except as provided above, all maintenance of the Townhome Unit shall be the responsibility of the Owner thereof. Such maintenance shall specifically include, but not be limited to, exterior light fixture and bulb replacement, repair maintenance to the frame of the Townhome Unit, including the frame of the roof, patios, decks, entry doors and garage doors (except as noted above), all glass and all appurtenant hardware. In addition, the Owner shall maintain all pipes, lines, ducts, conduits, or other apparatus which serve the Townhome Unit, whether located within or without a Townhome Unit's boundaries (including all gas, electricity, water, sewer or air conditioning pipes, lines, ducts, conduits or other apparatus serving the Townhome Unit). Such maintenance shall be performed consistent with the Declarations, and any design guidelines established pursuant thereto.

7. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all buildings containing Townhome Units. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any

such hazard. Each Owner must obtain insurance to cover the contents of its respective Townhome Unit and to cover general liability within its respective Townhome Unit.

Premiums for all insurance which it is the obligation of the Association to provide under this Section 7 shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

Promptly after the damage or destruction by fire or other casualty to all or any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Any damage or destruction to any Townhome Unit or Units shall be repaired or reconstructed. Repair or reconstruction, as used in this Section 7, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Townhome Unit Owners for the deficiency. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association; provided that the Owner and Mortgagee of any Townhome Unit for which proceeds are received agree to the distribution as their interest may appear.

8. Window Treatment. No window in any residence or other improvement that is visible from any other Townhome Unit or a street may be covered with any aluminum foil or other reflective material. Window coverings must be compatible with the design of the residence and the overall appearance of the Townhome Community and from the exterior must be neutral or white if visible from the street. The Architectural Control Committee shall have the sole authority to determine whether particular window coverings are compatible with the design and color of the residence and the overall appearance of the Townhome Community. Permanent window coverings must be installed within ninety (90) days of a conveyance of a Townhome Unit to a homeowner.

9. Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Townhome Community. No exterior sculpture, fountains, birdhouses, birdbaths, other decorative embellishments or similar items shall be permitted unless approved in accordance with Article IV of the Declarations. No such decorative embellishment or similar items shall be permitted on the front portion of any Townhome Unit or yard. The Board of Directors of the Association may adopt guidelines relating to rain barrels and rain harvesting systems, solar energy devices, storm and energy

efficient shingles, flags, and religious items consistent with the applicable provisions in Chapter 202 of the Texas Property Code.

10. Playground. No jungle gyms, swing sets or similar playground equipment shall be erected or installed on any Townhome Unit.

11. Section Twenty Nine (29) Townhome Community. It is contemplated that the proposed Section Twenty Nine (29) of the Subdivision will include a Townhome Community which will share the Townhome Parking Area with the Section Twenty Eight (28) Townhome Community. In order to take advantage of certain efficiencies and commonalities among the Townhome Communities in the Subdivision, Declarant shall have the right to consolidate the operations of the Association as it relates to such Townhome Communities, which may include, without limitation, consolidated operating budgets, insurance policies, and maintenance contracts with respect to Townhome Community-specific matters (e.g., issues relating to Townhome Annual Assessments and the use and operation of the Townhome Parking Area would be decided by a combined vote among the Townhome Communities). If Declarant desires to exercise its rights hereunder, it may do so by filing an instrument of record describing the nature and extent of the matters that will be consolidated among the Townhome Communities.

If any provision of this Supplemental Declaration is found to be in conflict with the Declarations, this Supplemental Declaration shall control as it pertains to Section Twenty Eight (28).

[Signature to follow]

EXECUTED effective as of the date set forth above.

L.O.B. LIMITED PARTNERSHIP,
a Texas limited partnership

By: Ryko Development, Inc., its General Partner

By: *Lisa M. Clark*
Lisa Clark, Vice President

THE STATE OF TEXAS

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§
§

COUNTY OF HARRIS

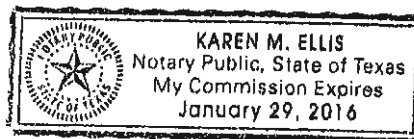
This instrument was acknowledged before me on this the 4 day of September, 2014, by Lisa Clark, Vice President of Ryko Development, Inc., the sole General Partner of L.O.B. Limited Partnership, a Texas limited partnership.

Karen M. Ellis
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

AFTER RECORDING, RETURN TO:

Abe S. Goren
Wilson, Cribbs and Goren
2500 Fannin
Houston, Texas 77002
File No. 8133-13





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**AMENDED AND RESTATED SUPPLEMENTARY DECLARATION
FOR SECTION 28 IN THE LAKES OF BELLA TERRA SUBDIVISION
TO ITS DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THIS AMENDED AND RESTATED SUPPLEMENTARY DECLARATION FOR SECTION 28 IN THE LAKES OF BELLA TERRA SUBDIVISION TO ITS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") is made effective the 28th day of May, 2015, by L.O.B. LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter sometimes referred to as "Declarant") and approved by the board of The Lakes of Bella Terra Community Association, Inc., a Texas non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, the Declarant, pursuant to Document No. 2007008483 recorded in the Official Public Records of Fort Bend County, established the Declaration of Covenants, Conditions and Restrictions ("Declarations") for The Lakes of Bella Terra, a subdivision ("Subdivision") of land in Fort Bend County, Texas, as described by plats for Section One (1) through and including Section Eight (8) recorded in the Map Records of Fort Bend County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Property");

WHEREAS, effective September 4, 2014, Declarant under Document No. 2014097068 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 28 to the Subdivision and as part of the Property ("Section 28 Supplementary Declaration"); and

WHEREAS, pursuant to the Declarations, including Article I, Section 3, Declarant may add property to the Subdivision and make said additional property subject to the Declarations and the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declarations;

WHEREAS, Declarant has already incorporated Section 28 into the Property (as defined in the Section 28 Supplementary Declaration;

NOW, THEREFORE, the Declarant, for and in consideration of, and expressly for the benefit of, and to bind, each Lot Owner and their successors in interest, does hereby agree and declare that the Section 28 Supplementary Declaration is modified as provided below.

1. Sections 1 through 11 of the Section 28 Supplementary Declaration are deleted in their entirety and replaced with the following:

1. Assessments. Article III, Section 1 of the Declarations shall be revised by adding a fifth (5th) category of assessments payable to the Association by each Owner of a Lot within Section Twenty Eight (28), being hereinafter referred to as "Townhome Annual Assessments", which shall be further subject to the following terms and conditions:

- a. Purpose. Townhome Annual Assessments shall be levied upon each Lot within a Townhome Community to provide funds for the use and benefit of the Owners in the Townhome Community. Townhome Annual Assessments may be used to finance the following:
 - (1) Repairing all areas of erosion within the Common Areas within the Townhome Community;
 - (2) Improving and maintaining the proposed visitor parking lot to be shared by the Owners of Lots within Section Twenty Eight (28) and Section Twenty Nine (29) of the Subdivision (the "Townhome Parking Area"), as shown on the recorded plat of said Section Twenty Nine (29), if and when such parking lot is constructed in Declarant's sole and absolute discretion;
 - (3) Paying the costs of insurance pursuant to Section 7 below; and
 - (4) Maintaining the exterior of the Townhome Units in accordance with Section 6 below, subject to the limitations set forth therein.
- b. Basis for Assessment. Subject to the provisions of Article III, Section 5 of the Declarations, Townhome Annual Assessments shall be levied against each Lot within the Townhome Community by the Board of Directors of the Association on an annual per Lot basis. The square footage contained in each Lot or within each house and/or dwelling within the Townhome Community shall not be considered. After consideration of current costs and future needs of the Association, the Board shall fix the Townhome Annual Assessment at any amount not in excess of the hereinafter stated maximum.
- c. Maximum Annual Assessment. Until December 31, 2015, the maximum Townhome Annual Assessment shall be \$1200.00 for each Lot in the Townhome Community. From and after January 1, 2016, the maximum Townhome Annual Assessment may be increased each year not more than ten percent (10%) (such percentage may be cumulative from year to year) above the maximum assessment for the previous year by the Board of Directors of the Association without a vote of the Members. The maximum Townhome Annual Assessment may be increased above such amount with the approval of a majority of the total eligible votes of each class of the membership of the Association by Members voting in person or by proxy at a meeting called for such purpose.

- d. Lots Owned by Builders. Lots in the Townhome Community owned by a Builder shall be subject to the obligation of payment of Townhome Annual Assessments at the rate of fifty percent (50%) of the amount assessed against the Lots owned by the Class A Members who are not Builders until the sale of a Lot from a Builder to a Class A Member. Thereafter, the Townhome Annual Assessment shall be paid for such Lots.
- e. Lots Owned by Declarant. Lots in the Townhome Community owned by Declarant shall be subject to the obligation of payment of Townhome Annual Assessments at the rate of twenty five percent (25%) of the amount assessed against the Lots owned by the Class A Members until the sale of a Lot from Declarant to a Builder. Thereafter, the Townhome Annual Assessment shall be paid for such Lots at the rate provided for above for Lots Owned by Builders.

2. Special Assessments; Capitalization Fee. Each Owner of a Townhome Unit (defined below) other than Declarant or a Builder (whether one or more persons and regardless of whether such Owner holds the fee interest singly or jointly), at the time it purchases a Townhome Unit from the previous owner (i.e. at every sale beginning with the first Owner to purchase a Townhome Unit from a Builder), shall be obligated to pay a capitalization fee in the amount of twenty-five percent (25%) of the then Townhome Annual Assessment to the Association, which funds shall be used to defray operating costs and other expenses of the Association and to keep the Association well capitalized, as the Board shall determine in its sole discretion. This amount may be changed prospectively by Board action, but not retroactively, if the Board determines it to be in the best interest of the Association.

3. Party Walls. For the purposes hereof, the term "Townhome Unit" means and refers to any improvements on a Lot in the Townhome Community which are designated and intended for occupancy and use as a residence by one person, by a single family, or by persons maintaining a common household.

- a. General Rules of Law to Apply. Each wall built as a part of the original construction of the Townhome Units which shall serve and separate any two (2) adjoining Townhome Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- b. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who the wall serves in equal proportions.
- c. Damage and Destruction. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who the wall serves may restore it, and the other Owner or Owners that the wall serves shall thereafter contribute to the cost of restoration thereof in equal proportions without prejudice.

however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

- d. Weatherproofing. Notwithstanding any other provision of this Section, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- e. Right to Contribution Runs with Land. The right of any Owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors-in-title.
- f. Foundation, Fences. Common foundations which form a part of the Townhome Units and common fences between Townhome Units, if any, will be dealt with in the same fashion as party walls, as set forth in this Section.
- g. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefore by the Board of Directors of the Association, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

4. Townhome Parking Area. The Townhome Parking Area is to be used for temporary parking in accordance with this Section and for no other purposes unless otherwise approved by the Board of the Association. Temporary parking in the Townhome Parking Area is permitted by Occupant vehicles, guests and invitees, and by pick-up or delivery services, but solely for purposes of loading and unloading of passengers and cargo, and subject to such rules and regulations as from time to time promulgated by the Board and other applicable ordinances and laws (such as prohibitions against parking in fire lanes, or in such manner as to block entry to or exit from the subdivision). "Temporary" means only for so long a period of time as is reasonably necessary to complete loading, unloading, pick-up or delivery, with such activity commenced promptly after the vehicle is parked. Any parking in excess of twenty (20) minutes is presumed not to be temporary. Pick-up or deliveries requiring longer than twenty (20) minutes (such as moving in or out of a residence) shall be coordinated with the Association, shall be conducted in such manner as to minimize interference with traffic and pedestrian ingress and egress, and shall otherwise be conducted in accordance with directives of the Association and applicable rules and regulations. The Association may prohibit very large and/or heavy vehicles which may cause damage to the parallel parking spaces and the Townhome Parking Area in the Townhome Community, and in all events, each Owner, and their tenant is, as applicable, shall be liable for all damages caused to any property by entry into or parking of any such vehicle in the Townhome at the request of or on behalf of such Owner or tenant.

5. Side Setbacks. Article V, Section 3 of the Declarations shall be revised to exclude Lots within the Section Twenty Eight (28) from the side setback requirements set forth therein with respect to the Lot line on which a party wall is located. With respect to all other side Lot lines, no part of a residence or garage shall be located on a Lot near than five (5) feet to a side Lot line; provided, however, notwithstanding the foregoing, a detached garage may be located no nearer than three (3) feet from a side Lot line.

6. Maintenance of Townhome Units. Any paved or concrete walkways, driveways, parking areas and patios located within the boundaries of a Townhome Unit shall be the responsibility of the Owner of such Townhome Unit. The Association shall provide exterior maintenance upon Townhome Unit improvements as follows: paint, repair, replace, and care for roof surfaces and roof systems, (i.e. shingles and decking only) gutters, downspouts, chimneys, and all exterior building surfaces except patios, decks, entry doors and garage doors (except as noted below), glass and their appurtenant hardware. The garage and entry doors are painted originally by the Builder, and are repainted on a periodic basis by the Association, the timing of such to be in the sole discretion of the Association. In between the times painted by the Association, the Owner is responsible for painting and the Owner is always responsible for all maintenance. There are hereby reserved to the Association easements over the Townhome Community as needed to enable the Association to fulfill its maintenance and other responsibilities and obligations set out in this Declaration. The Association shall have the right but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners. Except as otherwise provided herein, all costs associated with maintenance, repair and replacement of the Common Areas within the Townhome Community, shall be a common expense to be allocated among the Townhome Units as part of the Townhome Annual Assessments. The Association will only perform the various items to which it has reasonable access. If reasonable access is blocked or denied, the Association will not perform such items, however the assessments of any Owner whose Townhome Unit does not allow reasonable access will not be reduced.

Except as provided above, all maintenance of the Townhome Unit shall be the responsibility of the Owner thereof. Such maintenance shall specifically include, but not be limited to, exterior light fixture and bulb replacement, repair maintenance to the frame of the Townhome Unit, including the frame of the roof, patios, decks, entry doors and garage doors (except as noted above), all glass and all appurtenant hardware. In addition, the Owner shall maintain all pipes, lines, ducts, conduits, or other apparatus which serve the Townhome Unit, whether located within or without a Townhome Unit's boundaries (including all gas, electricity, water, sewer or air conditioning pipes, lines, ducts, conduits or other apparatus serving the Townhome Unit). Such maintenance shall be performed consistent with the Declarations, and any design guidelines established pursuant thereto.

7. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all buildings containing Townhome Units. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any

such hazard. Each Owner must obtain insurance to cover the contents of its respective Townhome Unit and to cover general liability within its respective Townhome Unit.

Premiums for all insurance which it is the obligation of the Association to provide under this Section 7 shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

Promptly after the damage or destruction by fire or other casualty to all or any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Any damage or destruction to any Townhome Unit or Units shall be repaired or reconstructed. Repair or reconstruction, as used in this Section 7, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Townhome Unit Owners for the deficiency. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association; provided that the Owner and Mortgagee of any Townhome Unit for which proceeds are received agree to the distribution as their interest may appear.

8. Window Treatment. No window in any residence or other improvement that is visible from any other Townhome Unit or a street may be covered with any aluminum foil or other reflective material. Window coverings must be compatible with the design of the residence and the overall appearance of the Townhome Community and from the exterior must be neutral or white if visible from the street. The Architectural Control Committee shall have the sole authority to determine whether particular window coverings are compatible with the design and color of the residence and the overall appearance of the Townhome Community. Permanent window coverings must be installed within ninety (90) days of a conveyance of a Townhome Unit to a homeowner.

9. Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Townhome Community. No exterior sculpture, fountains, birdhouses, birdbaths, other decorative embellishments or similar items shall be permitted unless approved in accordance with Article IV of the Declarations. No such decorative embellishment or similar items shall be permitted on the front portion of any Townhome Unit or yard. The Board of Directors of the Association may adopt guidelines relating to rain barrels and rain harvesting systems, solar energy devices, storm and energy efficient shingles, flags, and religious items consistent with the applicable provisions in Chapter 202 of the Texas Property Code.

10. Playground. No jungle gyms, swing sets or similar playground equipment shall be erected or installed on any Townhome Unit.

11. Section Twenty Nine (29) Townhome Community. Section Twenty Nine (29) of the Subdivision will share the Townhome Parking Area with the Section Twenty Eight (28) Townhome Community. In order to take advantage of certain efficiencies and commonalities among the Townhome Communities in the Subdivision, Declarant shall have the right to consolidate the operations of the Association as it relates to such Townhome Communities, which may include, without limitation, consolidated operating budgets, insurance policies, and maintenance contracts with respect to Townhome Community-specific matters (e.g., issues relating to Townhome Annual Assessments and the use and operation of the Townhome Parking Area would be decided by a combined vote among the Townhome Communities). If Declarant desires to exercise its rights hereunder, it may do so by filing an instrument of record describing the nature and extent of the matters that will be consolidated among the Townhome Communities.

2. This Amendment is intended to modify the Section 28 Supplementary Declaration as provided herein. By amending and restating the Section 28 Supplementary Declaration, Declarant has not removed Section 28 from the Property and it is intended that the terms hereof are effective as of the date of the original Section 28 Supplementary Declaration.

3. In addition to the foregoing, the Association grants Declarant the right to further modify, change and amend the Section 28 Supplementary Declaration, without the vote, consent or approval of any other Lot Owner in Section 28, or of the Association, the board, or any other person or entity, until such time that Declarant does not own a single Lot within Section 28.

[Signature to follow]

EXECUTED effective as of the date set forth above.

DECLARANT:

L.O.B. LIMITED PARTNERSHIP,
a Texas limited partnership

By: Ryko Development, Inc., its General Partner

By: [Signature]
Bassam Barazi, President

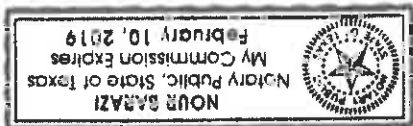
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THE STATE OF TEXAS

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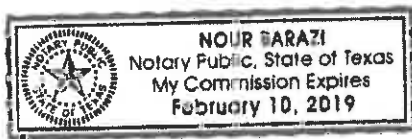
COUNTY OF HARRIS

This instrument was acknowledged before me on this the 28th day of April, 2015, by Bassam Barazi, President of Ryko Development, Inc., the sole General Partner of L.O.B. Limited Partnership, a Texas limited partnership.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: FEBRUARY 10, 2019



AFTER RECORDING, RETURN TO:

Abe S. Goren
Wilson, Cribbs and Goren
2500 Fannin
Houston, Texas 77002
File No. 8133-13

RETURNED AT COUNTER TO:

[Signature]
2500 Fannin St., Ste 900
Houston, TX 77002

8



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk
Fort Bend County, Texas

April 29, 2015 03:29:33 PM

FEE: \$37.00 JH
RESTRICT

2015045056



**SUPPLEMENTARY DECLARATION FOR SECTION 29
IN THE LAKES OF BELLA TERRA SUBDIVISION
TO ITS DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THIS SUPPLEMENTARY DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LAKES OF BELLA TERRA SUBDIVISION is made effective the 12th day of May, 2015, by L.O.B. LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant pursuant to Document No. 2007008483 recorded in the Official Public Records of Fort Bend County, established the Declaration of Covenants, Conditions and Restrictions ("Declarations") for "Lakes of Bella Terra" a subdivision ("Subdivision") of land in Fort Bend County, Texas, as described by plats for Section One (1) through and including Section Eight (8) recorded in the Map Records of Fort Bend County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Property");

WHEREAS, pursuant to Article I, Section 3 of the Declarations, Declarant may add property to the Subdivision and make said additional property subject to the Declarations and the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declarations;

WHEREAS, effective September 3, 2008, Declarant under Document No. 2008100564 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 9 to the Subdivision and as a part of the Property;

WHEREAS, effective January 11, 2011, Declarant under Document No. 2011005639 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 12 and 13 to the Subdivision and as a part of the Property;

WHEREAS, effective May 4, 2012, Declarant under Document No. 2012049861 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 14 and 15 to the Subdivision and as a part of the Property;

WHEREAS, effective June 19, 2012 Declarant under Document No. 2012068014 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 16, 17 and 18 to the Subdivision and as part of the Property;

WHEREAS, effective February 27, 2013, Declarant under Document No. 2013024582 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 23 and 24 to the Subdivision and as part of the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073055 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 13 Partial Replat No. 1 to the Subdivision and as part of the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073056 of the Official Public Records of Fort Bend County, Texas, made an Amended Supplementary Declaration relating to Gated Annual Assessments for Section 16 of the Subdivision and the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073057 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 19 to the Subdivision and as part of the Property;

WHEREAS, effective November 4, 2013, Declarant under Document No. 2013143717 of the Official Public Records of Fort Bend County, Texas made a First Amended Correction to Supplementary Declarations correcting references made in prior documents;

WHEREAS, effective December 4, 2013, Declarant under Document No. 2013152383 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 11 and 20 to the Subdivision and as part of the Property; and

WHEREAS, effective December 16, 2013, Declarant under Document No. 2013156242 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 21 to the Subdivision and as part of the Property; and

WHEREAS, effective February 19, 2014, Declarant under Document No. 2014018911 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 26 and 27 to the Subdivision and as part of the Property; and

WHEREAS, effective March 17, 2014, Declarant under Document No. 2014027342 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 22 and 25 to the Subdivision and as part of the Property; and

WHEREAS, effective September 4, 2014, Declarant under Document No. 2014097068 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 28 to the Subdivision and as part of the Property; and

WHEREAS, effective November 14, 2014, Declarant under Document No. 2014131884 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 10, 30 and 31 to the Subdivision and as part of the Property; and

WHEREAS, effective May 12, 2015, Declarant under Document No. _____ of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 32, 33 and 34 to the Subdivision and as part of the Property; and

WHEREAS, Declarant is the owner of property, which Declarant desires to add to the scheme of the Declarations, by filing of record this Supplementary Declaration. Said property is known as "Section Twenty Nine (29)", as described by the plats recorded under Number 2015036138 in the Plat Records of Fort Bend County, Texas (all such land so owned and the improvements now or hereafter situated thereon being hereinafter included within the defined terms "Subdivision" and "Property").

NOW, THEREFORE, Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declare that Section Twenty Nine (29) shall become part of the Subdivision and part of the Property and Section 29, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations, which shall run with said land and shall be binding upon all parties having any right, title, or interest in and to Section 29 and the Property, or any part thereof, and their heirs, successors, representatives, and assigns. The covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations are covenants running with the land at law as well as in equity.

"Property" shall hereinafter mean and refer to the real property (including improvements) described in the Declarations, the Supplementary Declaration for Section 9, the Supplementary Declaration for Sections 12 and 13, the Supplementary Declaration for Sections 14 and 15, the Supplementary Declaration for Sections 16, 17 and 18, the Supplementary Declaration for Sections 23 and 24, the Supplementary Declaration for Section 13 Partial Replat No. 1, the Supplementary Declaration for Section 19, the Supplementary Declaration for Sections 11 and 20, the Supplementary Declaration for Section 21, the Supplementary Declaration for Sections 26 and 27, the Supplementary Declaration for Sections 22 and 25, the Supplementary Declaration for Section 28, the Supplementary Declaration for Section 10, Section 30, and Section 31, the Supplementary Declaration for Section 32, 33 and 34, and in this Supplementary Declaration for Section 29, and any additions thereto, as are subjected to any other Supplementary Declarations under the provisions of Article I, Section 3 of the Declarations.

In addition to the provisions of the Declarations and the Supplementary Declarations, Declarant adopts the following covenants and restrictions, which shall be applicable only to the Lots in Section Twenty Nine (29), and which shall run with said land and shall be binding upon all parties having any right, title, or interest in and to Section Twenty Nine (29) and the Property, or any part thereof, and their heirs, successors, representatives, and assigns:

1. Assessments. Article III, Section 1 of the Declarations shall be revised by adding a fifth (5th) category of assessments payable to the Association by each Owner of a Lot within

Section Twenty Nine (29), being hereinafter referred to as "Townhome Annual Assessments", which shall be further subject to the following terms and conditions:

- a. Purpose. Townhome Annual Assessments shall be levied upon each Lot within a Townhome Community to provide funds for the use and benefit of the Owners in the Townhome Community. Townhome Annual Assessments may be used to finance the following:

~~This will fall within the overall HOA budget as all reserves/green space is public and not just for the enjoyment of sections 28 & 29~~ 7

 - (1) Improving and maintaining the proposed visitor parking lot to be shared by the Owners of Lots within Section Twenty Eight (28) and Section Twenty Nine (29) of the Subdivision (the "Townhome Parking Area"), as shown on the recorded plat of said Section Twenty Nine (29), if and when such parking lot is constructed in Declarant's sole and absolute discretion;
 - (2) Paying the costs of insurance pursuant to Section 7 below; and
 - (3) Maintaining the exterior of the Townhome Units in accordance with Section 6 below, subject to the limitations set forth therein.
- b. Basis for Assessment. Subject to the provisions of Article III, Section 5 of the Declarations, Townhome Annual Assessments shall be levied against each Lot within the Townhome Community by the Board of Directors of the Association on an annual per Lot basis. The square footage contained in each Lot or within each house and/or dwelling within the Townhome Community shall not be considered. After consideration of current costs and future needs of the Association, the Board shall fix the Townhome Annual Assessment at any amount not in excess of the hereinafter stated maximum.
- c. Maximum Annual Assessment. Until December 31, 2015 the maximum Townhome Annual Assessment shall be \$1200.00 for each Lot in the Townhome Community. From and after January 1, 2016 the maximum Townhome Annual Assessment may be increased each year not more than ten percent (10%) (such percentage may be cumulative from year to year) above the maximum assessment for the previous year by the Board of Directors of the Association without a vote of the Members. The maximum Townhome Annual Assessment may be increased above such amount with the approval of a majority of the total eligible votes of each class of the membership of the Association by Members voting in person or by proxy at a meeting called for such purpose.
- d. Lots Owned by Builders. Lots in the Townhome Community owned by a Builder shall be subject to the obligation of payment of Townhome Annual Assessments at the rate of fifty percent (50%) of the amount assessed against the Lots owned by the Class A Members who are not Builders until the sale of a Lot from a Builder to a Class A Member. Thereafter, the Townhome Annual Assessment shall be paid for such Lots.

- e. Lots Owned by Declarant. Lots in the Townhome Community owned by Declarant shall be subject to the obligation of payment of Townhome Annual Assessments at the rate of twenty five percent (25%) of the amount assessed against the Lots owned by the Class A Members until the sale of a Lot from Declarant to a Builder. Thereafter, the Townhome Annual Assessment shall be paid for such Lots at the rate provided for above for Lots Owned by Builders.
2. Special Assessments: Capitalization Fee. Each Owner of a Townhome Unit (defined below) other than Declarant or a Builder (whether one or more persons and regardless of whether such Owner holds the fee interest singly or jointly), at the time it purchases a Townhome Unit from the previous owner (i.e. at every sale beginning with the first Owner to purchase a Townhome Unit from a Builder), shall be obligated to pay a capitalization fee in the amount of twenty-five percent (25%) of the then Townhome Annual Assessment to the Association, which funds shall be used to defray operating costs and other expenses of the Association and to keep the Association well capitalized, as the Board shall determine in its sole discretion. This amount may be changed prospectively by Board action, but not retroactively, if the Board determines it to be in the best interest of the Association.
 3. Party Walls. For the purposes hereof, the term "Townhome Unit" means and refers to any improvements on a Lot in the Townhome Community which are designated and intended for occupancy and use as a residence by one person, by a single family, or by persons maintaining a common household.
 - a. General Rules of Law to Apply. Each wall built as a part of the original construction of the Townhome Units which shall serve and separate any two (2) adjoining Townhome Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
 - b. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who the wall serves in equal proportions.
 - c. Damage and Destruction. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who the wall serves may restore it, and the other Owner or Owners that the wall serves shall thereafter contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.
 - d. Weatherproofing. Notwithstanding any other provision of this Section, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his negligent or willful act causes any party wall to be

exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

- e. Right to Contribution Runs with Land. The right of any Owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors-in-title.
- f. Foundation, Fences. Common foundations which form a part of the Townhome Units and common fences between Townhome Units, if any, will be dealt with in the same fashion as party walls, as set forth in this Section.
- g. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefore by the Board of Directors of the Association, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

4. Townhome Parking Area. The Townhome Parking Area is to be used for temporary parking in accordance with this Section and for no other purposes unless otherwise approved by the Board of the Association. Temporary parking in the Townhome Parking Area is permitted by Occupant vehicles, guests and invitees, and by pick-up or delivery services, but solely for purposes of loading and unloading of passengers and cargo, and subject to such rules and regulations as from time to time promulgated by the Board and other applicable ordinances and laws (such as prohibitions against parking in fire lanes, or in such manner as to block entry to or exit from the subdivision). "Temporary" means only for so long a period of time as is reasonably necessary to complete loading, unloading, pick-up or delivery, with such activity commenced promptly after the vehicle is parked. Any parking in excess of twenty (20) minutes is presumed not to be temporary. Pick-up or deliveries requiring longer than twenty (20) minutes (such as moving in or out of a residence) shall be coordinated with the Association, shall be conducted in such manner as to minimize interference with traffic and pedestrian ingress and egress, and shall otherwise be conducted in accordance with directives of the Association and applicable rules and regulations. The Association may prohibit very large and/or heavy vehicles which may cause damage to the parallel parking spaces and the Townhome Parking Area in the Townhome Community, and in all events, each Owner, and their tenant is, as applicable, shall be liable for all damages caused to any property by entry into or parking of any such vehicle in the Townhome at the request of or on behalf of such Owner or tenant.

5. Side Setbacks. Article V, Section 3 of the Declarations shall be revised to exclude Lots within the Section Twenty Nine (29) from the side setback requirements set forth therein with respect to the Lot line on which a party wall is located. With respect to all other side Lot lines, no part of a residence or garage shall be located on a Lot near than five (5) feet to a side Lot line; provided, however, notwithstanding the foregoing, a detached garage may be located no nearer than three (3) feet from a side Lot line.

6. Maintenance of Townhome Units. Any paved or concrete walkways, driveways, parking areas and patios located within the boundaries of a Townhome Unit shall be the responsibility of the Owner of such Townhome Unit. The Association shall provide exterior maintenance upon Townhome Unit improvements as follows: paint, repair, replace, and care for roof surfaces and roof systems, (i.e. shingles and decking only) gutters, downspouts, chimneys, and, all exterior building surfaces except patios, decks, entry doors and garage doors (except as noted below), glass and their appurtenant hardware. The garage and entry doors are painted originally by the Builder, and are repainted on a periodic basis by the Association, the timing of such to be in the sole discretion of the Association. In between the times painted by the Association, the Owner is responsible for painting and the Owner is always responsible for all maintenance. There are hereby reserved to the Association easements over the Townhome Community as needed to enable the Association to fulfill its maintenance and other responsibilities and obligations set out in this Declaration. The Association shall have the right but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners. Except as otherwise provided herein, all costs associated with maintenance, repair and replacement of the Common Areas within the Townhome Community, shall be a common expense to be allocated among the Townhome Units as part of the Townhome Annual Assessments. The Association will only perform the various items to which it has reasonable access. If reasonable access is blocked or denied, the Association will not perform such items, however the assessments of any Owner whose Townhome Unit does not allow reasonable access will not be reduced.

Except as provided above, all maintenance of the Townhome Unit shall be the responsibility of the Owner thereof. Such maintenance shall specifically include, but not be limited to, exterior light fixture and bulb replacement, repair maintenance to the frame of the Townhome Unit, including the frame of the roof, patios, decks, entry doors and garage doors (except as noted above), all glass and all appurtenant hardware. In addition, the Owner shall maintain all pipes, lines, ducts, conduits, or other apparatus which serve the Townhome Unit, whether located within or without a Townhome Unit's boundaries (including all gas, electricity, water, sewer or air conditioning pipes, lines, ducts, conduits or other apparatus serving the Townhome Unit). Such maintenance shall be performed consistent with the Declarations, and any design guidelines established pursuant thereto.

7. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all buildings containing Townhome Units. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Each Owner must obtain insurance to cover the contents of its respective Townhome Unit and to cover general liability within its respective Townhome Unit.

Premiums for all insurance which it is the obligation of the Association to provide under this Section 7 shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

Promptly after the damage or destruction by fire or other casualty to all or any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Any damage or destruction to any Townhome Unit or Units shall be repaired or reconstructed. Repair or reconstruction, as used in this Section 7, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Townhome Unit Owners for the deficiency. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association; provided that the Owner and Mortgagee of any Townhome Unit for which proceeds are received agree to the distribution as their interest may appear.

8. Window Treatment. No window in any residence or other improvement that is visible from any other Townhome Unit or a street may be covered with any aluminum foil or other reflective material. Window coverings must be compatible with the design of the residence and the overall appearance of the Townhome Community and from the exterior must be neutral or white if visible from the street. The Architectural Control Committee shall have the sole authority to determine whether particular window coverings are compatible with the design and color of the residence and the overall appearance of the Townhome Community. Permanent window coverings must be installed within ninety (90) days of a conveyance of a Townhome Unit to a homeowner.

9. Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Townhome Community. No exterior sculpture, fountains, birdhouses, birdbaths, other decorative embellishments or similar items shall be permitted unless approved in accordance with Article IV of the Declarations. No such decorative embellishment or similar items shall be permitted on the front portion of any Townhome Unit or yard. The Board of Directors of the Association may adopt guidelines relating to rain barrels and rain harvesting systems, solar energy devices, storm and energy efficient shingles, flags, and religious items consistent with the applicable provisions in Chapter 202 of the Texas Property Code.

10. Playground. No jungle gyms, swing sets or similar playground equipment shall be erected or installed on any Townhome Unit.

11. Section Twenty Eight (28) Townhome Community. Section Twenty Eight (28) of the Subdivision will share the Townhome Parking Area with the Section Twenty Nine (29) Townhome Community. In order to take advantage of certain efficiencies and commonalities

among the Townhome Communities in the Subdivision, Declarant shall have the right to consolidate the operations of the Association as it relates to such Townhome Communities, which may include, without limitation, consolidated operating budgets, insurance policies, and maintenance contracts with respect to Townhome Community-specific matters (e.g., issues relating to Townhome Annual Assessments and the use and operation of the Townhome Parking Area would be decided by a combined vote among the Townhome Communities). If Declarant desires to exercise its rights hereunder, it may do so by filing an instrument of record describing the nature and extent of the matters that will be consolidated among the Townhome Communities.

If any provision of this Supplemental Declaration is found to be in conflict with the Declarations, this Supplemental Declaration shall control as it pertains to Section Twenty Nine (29).

Declarant hereby reserves the right to further modify, change and amend this Supplementary Declaration, without the vote, consent or approval of any other Lot Owner in Section Twenty Nine (29), or of the Association, the board, or any other person or entity, until such time that Declarant does not own a single Lot within Section Twenty Nine (29).

[Signature to follow]

EXECUTED effective as of the date set forth above.

L.O.B. LIMITED PARTNERSHIP,
a Texas limited partnership

By: Ryko Development, Inc.,

a Virginia corporation (sole General Partner)

By: _____


Bassam Barazi, President

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 18th day of May, 2015, by Bassam Barazi, President of Ryko Development, Inc., the sole General Partner of L.O.B. Limited Partnership, a Texas limited partnership.


NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: June 1, 2016

AFTER RECORDING, RETURN TO:

Abe S. Goren
Wilson, Cribbs and Goren
2500 Fannin
Houston, Texas 77002
File No. 8133-13



2015054523
ELECTRONICALLY RECORDED
Official Public Records
5/21/2015 1:58 PM



Laura Richard
Laura Richard, County Clerk
Fort Bend County Texas
Pages: 5 Fee: \$ 25.00

**SUPPLEMENTARY DECLARATION FOR SECTIONS 32, 33 AND 34
IN THE LAKES OF BELLA TERRA SUBDIVISION
TO ITS DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THIS SUPPLEMENTARY DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LAKES OF BELLA TERRA SUBDIVISION is made effective the 12th day of May, 2015, by L.O.B. LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant pursuant to Document No. 2007008483 recorded in the Official Public Records of Fort Bend County, established the Declaration of Covenants, Conditions and Restrictions ("Declarations") for "Lakes of Bella Terra" a subdivision ("Subdivision") of land in Fort Bend County, Texas, as described by plats for Section One (1) through and including Section Eight (8) recorded in the Map Records of Fort Bend County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Property");

WHEREAS, pursuant to Article I, Section 3 of the Declarations, Declarant may add property to the Subdivision and make said additional property subject to the Declarations and the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declarations;

WHEREAS, effective September 3, 2008, Declarant under Document No. 2008100564 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 9 to the Subdivision and as a part of the Property;

WHEREAS, effective January 11, 2011, Declarant under Document No. 2011005639 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 12 and 13 to the Subdivision and as a part of the Property;

WHEREAS, effective May 4, 2012, Declarant under Document No. 2012049861 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 14 and 15 to the Subdivision and as a part of the Property;

WHEREAS, effective June 19, 2012 Declarant under Document No. 2012068014 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 16, 17 and 18 to the Subdivision and as part of the Property;

WHEREAS, effective February 27, 2013, Declarant under Document No. 2013024582 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 23 and 24 to the Subdivision and as part of the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073055 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 13 Partial Replat No. 1 to the Subdivision and as part of the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073056 of the Official Public Records of Fort Bend County, Texas, made an Amended Supplementary Declaration relating to Gated Annual Assessments for Section 16 of the Subdivision and the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073057 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 19 to the Subdivision and as part of the Property;

WHEREAS, effective November 4, 2013, Declarant under Document No. 2013143717 of the Official Public Records of Fort Bend County, Texas made a First Amended Correction to Supplementary Declarations correcting references made in prior documents;

WHEREAS, effective December 4, 2013, Declarant under Document No. 2013152383 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 11 and 20 to the Subdivision and as part of the Property; and

WHEREAS, effective December 16, 2013, Declarant under Document No. 2013156242 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 21 to the Subdivision and as part of the Property; and

WHEREAS, effective February 19, 2014, Declarant under Document No. 2014018911 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 26 and 27 to the Subdivision and as part of the Property; and

WHEREAS, effective March 17, 2014, Declarant under Document No. 2014027342 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 22 and 25 to the Subdivision and as part of the Property; and

WHEREAS, effective September 4, 2014, Declarant under Document No. 2014097068 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 28 to the Subdivision and as part of the Property; and

WHEREAS, effective November 14, 2014, Declarant under Document No. 2014131884 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 10, 30 and 31 to the Subdivision and as part of the Property; and

WHEREAS, Declarant is the owner of property, which Declarant desires to add to the scheme of the Declarations, by filing of record this Supplementary Declaration. Said property is known as "Section Thirty Two (32), Section Thirty Three (33), and Section Thirty Four (34)", as described by the plats recorded under Numbers 2015036083, 2015036115, and 2015036162 in the Plat Records of Fort Bend County, Texas (all such land so owned and the improvements now or hereafter situated thereon being hereinafter included within the defined terms "Subdivision" and "Property").

NOW, THEREFORE, Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declare that Section Thirty Two (32), Section Thirty Three (33), and Section Thirty Four (34) shall become part of the Subdivision and part of the Property and Section 32, Section 33, and Section 34 shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations, which shall run with said land and shall be binding upon all parties having any right, title, or interest in or to Section 32, Section 33, and Section 34 and the Property, or any part thereof, and their heirs, successors, representatives, and assigns. The covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations are covenants running with the land at law as well as in equity.

"Property" shall hereinafter mean and refer to the real property (including improvements) described in the Declarations, the Supplementary Declaration for Section 9, the Supplementary Declaration for Sections 12 and 13, the Supplementary Declaration for Sections 14 and 15, the Supplementary Declaration for Sections 16, 17 and 18, the Supplementary Declaration for Sections 23 and 24, the Supplementary Declaration for Section 13 Partial Replat No. 1, the Supplementary Declaration for Section 19, the Supplementary Declaration for Sections 11 and 20, the Supplementary Declaration for Section 21, the Supplementary Declaration for Sections 26 and 27, the Supplementary Declaration for Sections 22 and 25, the Supplementary Declaration for Section 28, the Supplementary Declaration for Section 10, Section 30, and Section 31 and in this Supplementary Declaration for Section 32, Section 33, and Section 34, and any additions thereto, as are subjected to any other Supplementary Declarations under the provisions of Article I, Section 3 of the Declarations.

In addition to the provisions of the Declarations and the Supplementary Declarations, Declarant adopts the following covenants and restrictions, which shall be applicable only to the Lots in Section Thirty Three (33) and Section Thirty Four (34), and which shall run with said land and shall be binding upon all parties having any right, title, or interest in and to Section Thirty Three (33) and Section Thirty Four (34) and the Property, or any part thereof, and their heirs, successors, representatives, and assigns:

1. Fences. For purposes of Section Thirty Two (32), Section Thirty Three (33) and Section Thirty Four (34) only, Article V., Section 1(f) is supplemented with the following:

"Notwithstanding the foregoing, Section Thirty Two (32), Section Thirty Three (33) and Section Thirty Four (34) must have a fence height of a minimum of six feet (6') and a maximum of eight feet (8')."

Declarant hereby reserves the right to further modify, change and amend this Supplementary Declaration, without the vote, consent or approval of any other Lot Owner in Section 32, Section 33 and Section 34, or of the Association, the board, or any other person or entity, until such time that Declarant does not own a single Lot within Section 32, Section 33 or Section 34.

[Signature to follow]

EXECUTED effective as of the date set forth above.

L.O.B. LIMITED PARTNERSHIP,
a Texas limited partnership

By: Ryko Development, Inc.,
a Virginia corporation (sole general partner)

By: 
Bassam Barazi, President

THE STATE OF TEXAS

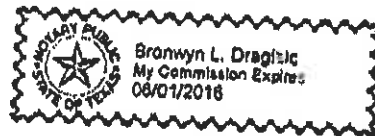
COUNTY OF HARRIS

This instrument was acknowledged before me on this the 12th day of May, 2015 by Bassam Barazi, President of Ryko Development, Inc., the sole General Partner of L.O.B. Limited Partnership, a Texas limited partnership.


NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: June 1, 2016

AFTER RECORDING, RETURN TO:
Abe S. Goren
Wilson, Cribbs and Goren
2500 Fannin
Houston, Texas 77002
File No. 8133-13



May 21, 2015

**SUPPLEMENTARY DECLARATION FOR SECTIONS 32, 33 AND 34
IN THE LAKES OF BELLA TERRA SUBDIVISION
TO ITS DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THIS SUPPLEMENTARY DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LAKES OF BELLA TERRA SUBDIVISION is made effective the 12th day of May, 2015, by L.O.B. LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant pursuant to Document No. 2007008483 recorded in the Official Public Records of Fort Bend County, established the Declaration of Covenants, Conditions and Restrictions ("Declarations") for "Lakes of Bella Terra" a subdivision ("Subdivision") of land in Fort Bend County, Texas, as described by plats for Section One (1) through and including Section Eight (8) recorded in the Map Records of Fort Bend County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Property");

WHEREAS, pursuant to Article I, Section 3 of the Declarations, Declarant may add property to the Subdivision and make said additional property subject to the Declarations and the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declarations;

WHEREAS, effective September 3, 2008, Declarant under Document No. 2008100564 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 9 to the Subdivision and as a part of the Property;

WHEREAS, effective January 11, 2011, Declarant under Document No. 2011005639 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 12 and 13 to the Subdivision and as a part of the Property;

WHEREAS, effective May 4, 2012, Declarant under Document No. 2012049861 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 14 and 15 to the Subdivision and as a part of the Property;

WHEREAS, effective June 19, 2012 Declarant under Document No. 2012068014 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 16, 17 and 18 to the Subdivision and as part of the Property;

WHEREAS, effective February 27, 2013, Declarant under Document No. 2013024582 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 23 and 24 to the Subdivision and as part of the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073055 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 13 Partial Replat No. 1 to the Subdivision and as part of the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073056 of the Official Public Records of Fort Bend County, Texas, made an Amended Supplementary Declaration relating to Gated Annual Assessments for Section 16 of the Subdivision and the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073057 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 19 to the Subdivision and as part of the Property;

WHEREAS, effective November 4, 2013, Declarant under Document No. 2013143717 of the Official Public Records of Fort Bend County, Texas made a First Amended Correction to Supplementary Declarations correcting references made in prior documents;

WHEREAS, effective December 4, 2013, Declarant under Document No. 2013152383 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 11 and 20 to the Subdivision and as part of the Property; and

WHEREAS, effective December 16, 2013, Declarant under Document No. 2013156242 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 21 to the Subdivision and as part of the Property; and

WHEREAS, effective February 19, 2014, Declarant under Document No. 2014018911 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 26 and 27 to the Subdivision and as part of the Property; and

WHEREAS, effective March 17, 2014, Declarant under Document No. 2014027342 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 22 and 25 to the Subdivision and as part of the Property; and

WHEREAS, effective September 4, 2014, Declarant under Document No. 2014097068 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 28 to the Subdivision and as part of the Property; and

WHEREAS, effective November 14, 2014, Declarant under Document No. 2014131884 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 10, 30 and 31 to the Subdivision and as part of the Property; and

WHEREAS, Declarant is the owner of property, which Declarant desires to add to the scheme of the Declarations, by filing of record this Supplementary Declaration. Said property is known as "Section Thirty Two (32), Section Thirty Three (33), and Section Thirty Four (34)", as described by the plats recorded under Numbers 2015036083, 2015036115, and 2015036162 in the Plat Records of Fort Bend County, Texas (all such land so owned and the improvements now or hereafter situated thereon being hereinafter included within the defined terms "Subdivision" and "Property").

NOW, THEREFORE, Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declare that Section Thirty Two (32), Section Thirty Three (33), and Section Thirty Four (34) shall become part of the Subdivision and part of the Property and Section 32, Section 33, and Section 34 shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations, which shall run with said land and shall be binding upon all parties having any right, title, or interest in or to Section 32, Section 33, and Section 34 and the Property, or any part thereof, and their heirs, successors, representatives, and assigns. The covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations are covenants running with the land at law as well as in equity.

"Property" shall hereinafter mean and refer to the real property (including improvements) described in the Declarations, the Supplementary Declaration for Section 9, the Supplementary Declaration for Sections 12 and 13, the Supplementary Declaration for Sections 14 and 15, the Supplementary Declaration for Sections 16, 17 and 18, the Supplementary Declaration for Sections 23 and 24, the Supplementary Declaration for Section 13 Partial Replat No. 1, the Supplementary Declaration for Section 19, the Supplementary Declaration for Sections 11 and 20, the Supplementary Declaration for Section 21, the Supplementary Declaration for Sections 26 and 27, the Supplementary Declaration for Sections 22 and 25, the Supplementary Declaration for Section 28, the Supplementary Declaration for Section 10, Section 30, and Section 31 and in this Supplementary Declaration for Section 32, Section 33, and Section 34, and any additions thereto, as are subjected to any other Supplementary Declarations under the provisions of Article I, Section 3 of the Declarations.

In addition to the provisions of the Declarations and the Supplementary Declarations, Declarant adopts the following covenants and restrictions, which shall be applicable only to the Lots in Section Thirty Three (33) and Section Thirty Four (34), and which shall run with said land and shall be binding upon all parties having any right, title, or interest in and to Section Thirty Three (33) and Section Thirty Four (34) and the Property, or any part thereof, and their heirs, successors, representatives, and assigns:

1. Fences. For purposes of Section Thirty Two (32), Section Thirty Three (33) and Section Thirty Four (34) only, Article V., Section 1(f) is supplemented with the following:

“Notwithstanding the foregoing, Section Thirty Two (32), Section Thirty Three (33) and Section Thirty Four (34) must have a fence height of a minimum of six feet (6') and a maximum of eight feet (8').”

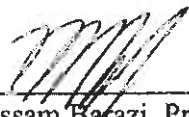
Declarant hereby reserves the right to further modify, change and amend this Supplementary Declaration, without the vote, consent or approval of any other Lot Owner in Section 32, Section 33 and Section 34, or of the Association, the board, or any other person or entity, until such time that Declarant does not own a single Lot within Section 32, Section 33 or Section 34.

[Signature to follow]

EXECUTED effective as of the date set forth above.

L.O.B. LIMITED PARTNERSHIP,
a Texas limited partnership

By: Ryko Development, Inc.,
a Virginia corporation (sole general partner)

By: 
Bassam Barazi, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

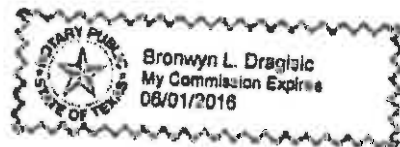
This instrument was acknowledged before me on this the 12th day of May, 2015 by Bassam Barazi, President of Ryko Development, Inc., the sole General Partner of L.O.B. Limited Partnership, a Texas limited partnership.


NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: June 1, 2016

AFTER RECORDING, RETURN TO:

Abe S. Goren
Wilson, Cribbs and Goren
2500 Fannin
Houston, Texas 77002
File No. 8133-13



2016006974
ELECTRONICALLY RECORDED
Official Public Records
1/22/2016 2:35 PM



Laura Richard
Laura Richard, County Clerk
Fort Bend County Texas
Pages: 5 Fee: \$ 27.00

**SUPPLEMENTARY DECLARATION FOR SECTION 35
IN THE LAKES OF BELLA TERRA SUBDIVISION
TO ITS DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THIS SUPPLEMENTARY DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LAKES OF BELLA TERRA SUBDIVISION is made effective the ____ day of January, 2016, by L.O.B. LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant pursuant to Document No. 2007008483 recorded in the Official Public Records of Fort Bend County, established the Declaration of Covenants, Conditions and Restrictions ("Declarations") for "Lakes of Bella Terra" a subdivision ("Subdivision") of land in Fort Bend County, Texas, as described by plats for Section One (1) through and including Section Eight (8) recorded in the Map Records of Fort Bend County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Property");

WHEREAS, pursuant to Article I, Section 3 of the Declarations, Declarant may add property to the Subdivision and make said additional property subject to the Declarations and the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declarations;

WHEREAS, effective September 3, 2008, Declarant under Document No. 2008100564 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 9 to the Subdivision and as a part of the Property;

WHEREAS, effective January 11, 2011, Declarant under Document No. 2011005639 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 12 and 13 to the Subdivision and as a part of the Property;

WHEREAS, effective May 4, 2012, Declarant under Document No. 2012049861 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 14 and 15 to the Subdivision and as a part of the Property;

WHEREAS, effective June 19, 2012 Declarant under Document No. 2012068014 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 16, 17 and 18 to the Subdivision and as part of the Property;

WHEREAS, effective February 27, 2013, Declarant under Document No. 2013024582 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 23 and 24 to the Subdivision and as part of the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073055 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 13 Partial Replat No. 1 to the Subdivision and as part of the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073056 of the Official Public Records of Fort Bend County, Texas, made an Amended Supplementary Declaration relating to Gated Annual Assessments for Section 16 of the Subdivision and the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073057 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 19 to the Subdivision and as part of the Property;

WHEREAS, effective November 4, 2013, Declarant under Document No. 2013143717 of the Official Public Records of Fort Bend County, Texas made a First Amended Correction to Supplementary Declarations correcting references made in prior documents;

WHEREAS, effective December 4, 2013, Declarant under Document No. 2013152383 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 11 and 20 to the Subdivision and as part of the Property; and

WHEREAS, effective December 16, 2013, Declarant under Document No. 2013156242 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 21 to the Subdivision and as part of the Property; and

WHEREAS, effective February 19, 2014, Declarant under Document No. 2014018911 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 26 and 27 to the Subdivision and as part of the Property; and

WHEREAS, effective March 17, 2014, Declarant under Document No. 2014027342 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 22 and 25 to the Subdivision and as part of the Property; and

WHEREAS, effective September 4, 2014, Declarant under Document No. 2014097068 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 28 to the Subdivision and as part of the Property; and

WHEREAS, effective November 14, 2014, Declarant under Document No. 2014131884 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 10, 30 and 31 to the Subdivision and as part of the Property; and

WHEREAS, effective May 21, 2015, Declarant under Document No. 2015054523 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 32, 33 and 34 to the Subdivision and as part of the Property; and

WHEREAS, effective May 21, 2015, Declarant under Document No. 2015054526 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 29 to the Subdivision and as part of the Property; and

WHEREAS, Declarant is the owner of property, which Declarant desires to add to the scheme of the Declarations, by filing of record this Supplementary Declaration. Said property is known as "Section Thirty Five (35)", as described by the plats recorded under Document No. 2015125424 in the Plat Records of Fort Bend County, Texas (all such land so owned and the improvements now or hereafter situated thereon being hereinafter included within the defined terms "Subdivision" and "Property").

NOW, THEREFORE, Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declares that Section Thirty Five (35) shall become part of the Subdivision and part of the Property and Section Thirty Five (35) shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations, which shall run with said land and shall be binding upon all parties having any right, title, or interest in or to Section 35 and the Property, or any part thereof, and their heirs, successors, representatives, and assigns. The covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations are covenants running with the land at law as well as in equity.

"Property" shall hereinafter mean and refer to the real property (including improvements) described in the Declarations, the Supplementary Declaration for Section 9, the Supplementary Declaration for Sections 12 and 13, the Supplementary Declaration for Sections 14 and 15, the Supplementary Declaration for Sections 16, 17 and 18, the Supplementary Declaration for Sections 23 and 24, the Supplementary Declaration for Section 13 Partial Replat No. 1, the Supplementary Declaration for Section 19, the Supplementary Declaration for Sections 11 and 20, the Supplementary Declaration for Section 21, the Supplementary Declaration for Sections 26 and 27, the Supplementary Declaration for Sections 22 and 25, the Supplementary Declaration for Section 28, the Supplementary Declaration for Section 10, Section 30, and Section 31, the Supplementary Declaration for Sections 32, 33 and 34, the Supplementary Declaration for Section 29 and in this Supplementary Declaration for Section Thirty Five (35), and any additions thereto, as are subjected to any other Supplementary Declarations under the provisions of Article I, Section 3 of the Declarations.

Declarant hereby reserves the right to further modify, change and amend this Supplementary Declaration, without the vote, consent or approval of any other Lot Owner in

Section 35, or of the Association, the board, or any other person or entity, until such time that Declarant does not own a single Lot within Section Thirty Five (35).

[Signature to follow]

EXECUTED effective as of the date set forth above.

L.O.B. LIMITED PARTNERSHIP,
a Texas limited partnership

By: Ryko Development, Inc., its General Partner

By: _____

Bassam Barazi, President

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 20 day of January, 2016, by Bassam Barazi, President of Ryko Development, Inc., the sole General Partner of L.O.B. Limited Partnership, a Texas limited partnership.

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

AFTER RECORDING, RETURN TO:

Derek Pershing
Wilson, Cribbs and Goren
2500 Fannin
Houston, Texas 77002
File No. 8133-13

