

AFTER RECORDING RETURN TO:
BAIRD, CREWS, SCHILLER & WHITAKER, P. C.
15 North Main
Temple, Texas 76501

**CERTIFICATE OF FORMATION
OF
BELLA TERRA HOMEOWNERS' ASSOCIATION**

This Certificate of Formation pertains to The BELLA TERRA SUBDIVISION, a tract of land that will be governed by BELLA TERRA HOMEOWNERS' ASSOCIATION, a Texas nonprofit property owners' association, and its governing documents, and which tract of land is more particularly described as:

lots two through twenty-five (2-25) in Block Two (2), all lots in Blocks Three through Nine (3-9), and Parcel A, BELLA TERRA, PHASE 1, a subdivision in Temple, Bell County, Texas, recorded in Plat Year 2018, Plat Number 21 A&B, Bell County Plat Records.

(referred to herein as the "Property" and sometimes referred to as the "Subdivision").

and further described in the Declaration of Covenants, Conditions and Restrictions for BELLA TERRA HOMEOWNERS' ASSOCIATION, a Texas nonprofit property owners' association, and of BELLA TERRA SUBDIVISION, a subdivision in the City of Temple, Bell County, Texas, to be recorded in the Official Public Records of Real Property of Bell County, Texas, as amended, supplemented, and restated from time to time (the "Declaration").

**ARTICLE 1
NAME AND TYPE OF ENTITY**

The name and type of entity being formed are: BELLA TERRA HOMEOWNERS' ASSOCIATION, a Texas nonprofit property owners' association ("Association"). This entity is the mandatory nonprofit property owners association created by the Declaration to govern the Property. The filing of this Certificate of Formation with the Secretary of State creates a nonprofit corporation status for the Association. The Association does not contemplate pecuniary gain or profit to its members. Upon dissolution, all the Association's assets, if any, will be distributed equally to the record owners if allowed by law.

**ARTICLE 2
REGISTERED AGENT & ADDRESS**

See Article 19 for the name and address of the registered agent.

**ARTICLE 3
MANAGEMENT BY BOARD**

The management and affairs of the Association are vested in the board of directors, except for those matters expressly reserved to others in the Governing Documents. The Declaration or Bylaws may determine the number and qualification of directors; the term of office of directors; the methods of electing, removing, and replacing directors; and the methods of holding a board meeting and obtaining consents. Directors may not vote by proxy at meetings of the board. See Article 20 for the names and addresses of the initial directors.

ARTICLE 4
MEMBERSHIP

The Association is a nonstock membership organization - the owners of the Property, or any part thereof, being the members of the Association. The Declaration or Bylaws will determine the number and qualifications of members of the Association; any classes of membership; the voting rights and other privileges of membership; and the obligations and liabilities of members. Cumulative voting is not allowed.

ARTICLE 5
PURPOSES

The general purposes for which the Association is formed are:

(A) to obtain, regulate, manage, conduct, and maintain the Property; and to enforce covenants, conditions, and restrictions pertaining to the Property and perform other items related to the Property, including all additions, annexations, and phases thereto;

(B) to exercise the rights and powers and to perform the duties and obligations of a Texas property owners association, in accordance with the Governing Documents and State law, as each may be amended from time to time, and

(C) for any lawful purpose not expressly prohibited under Chapters 2 or 22 of the Texas Business Organizations Code (the "Code"), including any purpose described by Section 2.002 of the Code.

ARTICLE 6
MANNER OF DISTRIBUTION

The Association is authorized, on its winding up, to distribute its assets in a manner other than as provided by Section 22.304 of the Code. The manner of distribution is as follows: In the event of winding up, the assets of the Association will belong to the members of the Association at the time of winding up and will be distributed, liquidated, or conveyed in accordance with the terms of a termination agreement approved by owners to whom 80% or more of the votes in the Association are allocated at the time of winding up.

ARTICLE 7
DURATION

The duration of the Association is perpetual.

ARTICLE 8
POWERS

In furtherance of its purposes, the Association has the following powers which, unless indicated otherwise by the Governing Documents or State law, may be exercised by the board of directors:

(A) all rights and powers conferred on nonprofit entities by State law in effect from time to time;

(B) all rights and powers conferred on property owners associations by State law, in effect from time to time;

(C) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in the Governing Documents or State law.

ARTICLE 9
MEETING LOCATION

Unless the Declaration or Bylaws provides otherwise, meetings of members of the Association will be held at a suitable place convenient to the members, as determined by the board.

ARTICLE 10
LIMITATIONS ON LIABILITY

A director of the Association is not liable to the Association or its members for monetary damages for acts or omissions that occur in the person's capacity as a director if the director acted in compliance with Chapter 22 of the Code:

- (A) in good faith;
- (B) with ordinary care; and
- (C) in a manner the director reasonably believed to be in the best interest of the Association;

except to the extent a person is found liable for:

- (1) a breach of the director's duty of loyalty to the Association or its members;
- (2) an act or omission not in good faith that constitutes a breach of duty of the director to the Association;
- (3) an act or omission that involves intentional misconduct or a knowing violation of the law;
- (4) a transaction from which the director receives an improper benefit, whether or not the benefit resulted from an action taken within the scope of the person's office; or
- (5) an act or omission for which the liability of a director is expressly provided by an applicable statute.

If the director is a member of the Association, this limitation on liability does not eliminate or modify that person's pro rata share of the Association's liability as a member of the Association.

ARTICLE 11
INDEMNIFICATION

As provided by the Bylaws, the Association will indemnify a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a director, officer, committee chair, or committee member of the Association. Additionally, the Association may indemnify a person who is or was an employee, trustee, agent, or attorney of the Association, against any liability asserted against him and incurred by him in that capacity and arising out of that capacity.

ARTICLE 12
IMMUNITY FOR VOLUNTEERS

To preserve the protections for Association volunteers afforded by the Charitable Immunity and Liability Act of 1987 (Chapter 84, Texas Civil Practice & Remedies Code), the Association will operate in a manner that preserves the Association's status as a homeowners association as defined by Section 528(c) of the Internal Revenue Code of 1986, as amended.

ARTICLE 13
AMENDMENT OF CERTIFICATE

This Certificate may be amended or restated subject to the following:

Section 13.1. General Provisions.

- (A) An amendment may not conflict with the Declaration, the Bylaws, or applicable State law.
- (B) An amendment may not impair or dilute a right granted to a person by the Declaration, without that person's written consent.

(C) If the Association is incorporated by the State of Texas at the time of amendment, an amendment must be in accordance with applicable provisions of the Code.

Section 13.2. Amendment by Board. The board of directors may unilaterally amend or restate this Certificate, without a vote of the owners, for the following limited purposes:

(A) to delete the names and addresses of the initial directors,

(B) to delete the name and address of the initial registered agent or office, provided a statement of change is on file with the Secretary of State, and

(C) to change the name of the Association with the Secretary of State by adding, deleting, or changing a geographical attribute to the name.

Section 13.3. Amendment by Members. For all other purposes, an amendment must be approved by the board and by at least two-thirds (2/3's) of the votes or voting interests present, in person or by proxy, at a properly called meeting of the Association for which a quorum is obtained.

ARTICLE 14
AMENDMENT OF BYLAWS

The Bylaws of the Association may be amended or repealed according to the amendment provision of the Bylaws, which reserve those powers to the members, with limited exceptions for the board acting alone.

ARTICLE 15
ACTION WITHOUT MEETING

Subject to the additional requirements of the Code, Section 6.202, any action required by the Code or by the Governing Documents to be taken at a meeting of members or owners may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of members or owners as would be necessary to take that action at a meeting at which the required number of owners or members were present and voted.

ARTICLE 16
DECLARANT CONTROL PERIOD

The Declaration provides for a Declarant Control Period during which Declarant determines the number and qualification of officers and directors, who serve at the pleasure of Declarant, who is empowered by the Declaration to appoint, remove, and replace the officers and directors of the Association until such time as required by the Declaration or state law. The Declaration also determines the weight or numbers of votes allocated to each Lot governed by the Association.

Because Declarant has powers, rights, and duties in addition to those of other members, Declarant may constitute a membership "class" as described by the Code, the other Lot owners constituting a different "class."

ARTICLE 17
CHANGE OF STATUS

The continuing existence of the Association as described in its Governing Documents is vested in its members - the owners of the Property - not in its corporate status, its name, or its filing number. During any period in which the Association is not incorporated, it will be subject to the Texas Uniform Unincorporated Nonprofit Association Act (Chapter 252 of the Code), and this Certificate of Formation will continue to be effective as a Governing Document of the Association.

ARTICLE 18
TERMINOLOGY

Capitalized terms used in this Certificate, such as Association, Declarant, Declarant Control Period, Declaration, Governing Documents and Lot, have the same meanings as defined in Article 1 of the Declaration. As applied to this Association, the following terms which are defined or used in the Code are construed as follows:

Section 18.1. "Governing Documents," as defined by the Code, is construed by the Association to mean the "Governing Documents," as defined by the Declaration, even though Governing Documents may have been initially adopted by the Declarant of the Property for the benefit and use of the members of the Association, rather than having been adopted by the Association, as indicated by the Code's definition of Governing Documents.

Section 18.2. "each member entitled to vote at the meeting," as used in the Code, is construed by the Association to mean that if a Lot is co-owned, even though all the co-owners are members of the Association, the co-owners share one (1) membership per Lot for notification and voting purposes. Therefore, votes and memberships are tabulated on a per-Lot basis, rather than on a headcount of owners and co-owners.

ARTICLE 19
REGISTERED AGENT & ADDRESS

The name of the Association's initial registered agent is MICHAEL EMMONS. The address of the Association's initial registered agent is 5434 205 Loop, Temple, Texas 76502.

ARTICLE 20
INITIAL BOARD OF DIRECTORS

The initial board consists of three (3) directors who serve at the pleasure of Declarant during the Declarant Control Period, and who will serve as directors until the earlier of (1) their successors are appointed by Declarant, or (2) their successors are elected by the members of the Association after the Declarant Control Period. The number of directors after the Declarant Control Period is determined by the Bylaws, and may be changed from time to time by amendment of the Bylaws. The name and address of each initial director are as follows:

Name:	Address:
Michael Emmons	PO Box 975, Salado, Texas 76571
William Grady Rosier	PO Box 975, Salado, Texas 76571
Beverly Elmore	PO Box 975, Salado, Texas 76571

ARTICLE 21
ORGANIZER

The organizer's name is MICHAEL EMMONS and his street address is 6405 Springwood Court, Temple, Texas 76502.

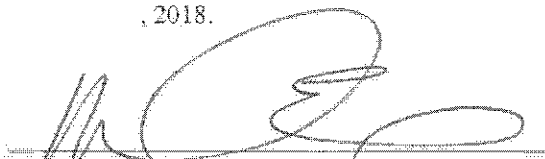
ARTICLE 22
EFFECTIVENESS OF FILING

This document becomes effective as a certificate of filing for a nonprofit corporation when the document is filed by the Secretary of State.

EXECUTION

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

SIGNED to be effective June 28, 2018.



MICHAEL EMMONS

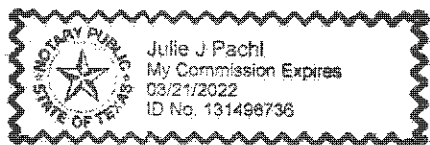
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF BELL

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§

This instrument was acknowledged before me on June 28, 2018, by MICHAEL EMMONS.



Julie J Pachl
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
BAIRD, CREWS, SCHILLER & WHITAKER, P.C.
ATTN: Thomas C. Baird/sma
15 North Main Street
Temple, Texas 76501
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**** Electronically Filed Document ****

**Bell County, Tx
Shelley Coston
County Clerk**

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Parties:

Direct- BELLA TERRA HOMEOWNERS ASSOCIATION
Indirect- BELLA TERRA SUBDIVISION

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(Parties listed above are for Clerks reference only)

******* THIS PAGE IS PART OF THE INSTRUMENT *******

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



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

**Shelley Coston
Bell County Clerk**

A handwritten signature in cursive script that reads "Shelley Coston".