

**RESOLUTION OF THE BOARD OF DIRECTORS FOR THE
NORTH BETHANY LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.**

Whereas, the Board of Directors for the North Bethany Lake Estates Homeowners Association, Inc. (the “Board”) is the entity responsible for conducting the affairs of the North Bethany Lake Estates Homeowners Association, Inc. (the “Association”), as provided under that (1) certain Declaration of Covenants, Conditions and Restrictions for the Lots in North Bethany Lake Estates Phase One, recorded in Volume 4500, Pages 1701 – 1715, of the Deed Records of Collin County, Texas, and any and all amendments thereof and supplements thereto (collectively, the “Declaration”), and (2) certain Bylaws of North Bethany Lake Estates Homeowners Association, Inc., and any and all amendments thereof and supplements thereto (collectively, the “Bylaws”);

Whereas, Section 5.12 of the Declaration provides, in pertinent part, that the “Declaration and covenants, conditions, and restriction set forth herein may be amended in whole or in part with the consent of more than 50% of the Owners of the lots (with one vote to be cast for each lot so owned) evidenced by a document in writing bearing the signatures of such majority owners;”

Whereas, more than 50% of the Owners of the lots (with one vote to be cast for each lot so owned) have provided their consent in writing bearing their signatures for the amendment of the Declaration in the form attached hereto as Exhibit “1” (the “Amended Declaration”);

Whereas, in response to such consent by the Owners amend the Declaration, the Board deems it appropriate to enact, make effective, and file the Amended Declaration with the Real Property Records of Collin County, Texas;

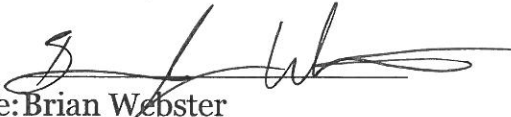
NOW, THEREFORE, the Board does hereby resolve as follows:

1. The Amended Declaration be, and is hereby, enacted and effective for all purposes;
2. The initial Declaration be, and is hereby, superseded and replaced in its entirety by the Amended Declaration; and
3. The Board shall cause the Amended Declarations to be filed with the Real Property Records of Collin County, Texas.

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EXECUTED AS OF the date of the acknowledgement set forth below, TO BE EFFECTIVE AS OF THE 2nd DAY OF June, 2015.

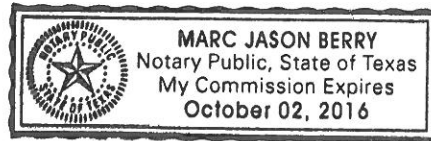
NORTH BETHANY LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.

By: 
Name: Brian Webster
Title: President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 2 day of JUNE, 2015, by Brian Webster, on behalf of and in his capacity as President of the North Bethany Lake Estates Homeowners Association, Inc., a Texas non-profit corporation.



Notary Public, State of Texas

After Recording, Please Return To:
Michael S. Alfred, Esq.
Hallett & Perrin, P.C.
1445 Ross Avenue, Suite 2400
Dallas, Texas 75202

SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LOTS IN
NORTH BETHANY LAKE ESTATES PHASE ONE AND TWO

(STATE OF TEXAS)

(COUNTY OF COLLIN)

North Bethany Lake Estates, Phase One and Two (the "Property") an Addition to the City of Allen ("City"), Texas, according to the Plat thereof (the "Plat") recorded in Volume L, page 319 of the Map Records of Collin County, Texas (the "County").

The Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of establishing a general scheme for the development of all of the lots in the Property and for the purpose of enhancing and protecting the value, attractiveness and desirability of said lots and which shall run with the land and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and which shall inure to the benefit of each owner thereof.

ARTICLE I

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 1.1 Residential Use All lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residence per lot, which residence may not exceed either two (2) stories in height or the maximum height as allowed by the city.

Section 1.2 Single-Family Use Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than three (3) unrelated persons living as a single housekeeping unit.

Section 1.3 Garages Each residence shall have a garage suitable for parking not less than two (2) nor more than four (4) standard size automobiles, which garage conforms in design and materials with the main structure.

Section 1.4 Restrictions on Resubdivision None of the lots shall be subdivided into smaller lots.

Section 1.5 Driveways All driveways shall be surfaced with concrete or a similar substance approved by the Committee.

Section 1.6 Minimum Floor Area The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than one thousand five hundred (1500) square feet for a one (1) story residence and not less than two thousand (2000) square feet for a two (2) story residence, or the minimum habitable floor area as specified by the City at the time of construction, whichever is greater.

Section 1.7 Building Materials - Exterior Items and Surfaces The total exterior wall area of the main residential structure on a lot shall not be less than seventy-five percent (75%) brick, brick veneer, stone, stone veneer, masonry or other material approved by the Committee (as defined in Article II below). Roofing shall be constructed of composition material of a minimum weight of 240 pounds per 1000 square feet of roofing of gray color or as specifically approved by the Committee in writing before installation. Roof pitch shall be a minimum of 8/12, unless approved otherwise by the Committee. Installation of all types of exterior items and surfaces such as address numbers or external paint or stain, shall be subject to the prior approval of the Committee as to design, materials and location.

Section 1.8 Side Line and Front Line Setback Restrictions No dwelling shall be located on any lot nearer to the front lot line or nearer to the side lot line than the minimum setback lines shown on the Plat or required by the City. For the purposes of these covenants, eaves and steps and open porches shall not be considered as a part of the building, provided, however that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LOTS IN
NORTH BETHANY LAKE ESTATES PHASE ONE AND TWO

Section 1.9 Fences and Walls Any fence or wall must be constructed of masonry, brick, wood or other material approved by the Committee. No fence or wall shall be permitted to extend nearer to any street than the front building line of the residence upon the lot upon which such fence or wall is situated, except retaining walls or decorative fences approved by the Committee. Fences or walls shall be maintained and repaired by the owner. No portion of any fence shall extend greater than one-hundred and two (102) inches in height. Any new or replacement fence shall have the posts on the inside and out of general public view.

Section 1.10 Sidewalks All sidewalks shall conform to City specifications and regulations.

Section 1.11 Mailboxes Mailboxes shall be standardized and constructed of a material and design approved by the Committee.

Section 1.12 Retaining Walls Any retaining wall visible from any street shall be stone or other material approved by the Committee.

Section 1.13 Chimney Flues Chimney Flues shall be fully enclosed with materials that are acceptable to the Committee.

Section 1.14 Prohibited Uses

(a) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage, which may be placed on a lot only in places which are not visible from any street on which the lot fronts shall be permitted on any lot.

(b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street or alley on the Property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless screened from view by a screening structure or fencing approved by the Committee. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity.

(c) Trucks with tonnage in excess of one ton shall not be permitted to park overnight within the Property except those used by a builder or contractor during the construction or repair of improvements.

(d) No vehicle of any size which transports inflammatory or explosive cargo may be kept on the Property at any time.

(f) No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out-building, shall be used on any lot at any time as a dwelling house.

(g) No Oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted within the Property.

(h) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the lot so that no person shall quarter on the premises cows, horses, bees, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks, or any other animals that may interfere with the quietude, health or safety of the community. No more than four (4) pets will be permitted on such lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification.

SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LOTS IN
NORTH BETHANY LAKE ESTATES PHASE ONE AND TWO

(i) No lot or other area in the Property shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage, or other waste shall not be kept except in sanitary containers in appropriate locations which may be specified by the Committee. Materials incident to construction of improvements may be stored on lots during construction so long as construction progresses without undue delay.

(j) No individual water supply system shall be permitted in the Property. Consistent with Texas State Law HB-3391, this restriction is not intended to limit an owner's ability to collect rainwater for gardening or other purposes. However, any such collection system must be visibly screened from any street.

(k) No individual sewage disposal system shall be permitted in the Property.

(m) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.

(n) To comply with the Federal Telecommunications Act of 1996, Section 207, satellite dishes of 1 meter or less diameter and over the air TV antennas are permitted. The number of dishes shall be the minimum necessary to receive the desired signals, typically no more than two (2). All antennas should be mounted at the rear of the house and/or roof, or as near as possible while still receiving adequate signal. Any non-functioning or unused dish or TV antenna shall be promptly removed. Recognizing the importance for emergency communication capability, federally licensed amateur radio operation is permitted. Also reasonable accommodation shall be given for outside antenna structures supporting amateur radio activity at Committee discretion and consistent with previous Committee actions.

(o) No lot or improvement shall be used for a business, professional, commercial, or manufacturing purpose which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit an owner's use of a residence so long as such activities do not materially increase the traffic or number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences and yards.

(p) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points twenty-five (25) feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any lot within fifteen (15) feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(q) Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any lot, being the intention that only new construction be placed and erected thereon.

(r) No changes shall be made to any portion of a lot (including without limitation any easement area, set-back area, drainage channel, swale or other area) which may damage or interfere with the installation and maintenance of utilities or which may change the overall drainage pattern of a lot (including without limitation the alteration of existing topography or the installation of structures, plantings or other materials), without the prior written approval of the Committee, the City and other appropriate agencies having authority to grant such approval.

SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LOTS IN
NORTH BETHANY LAKE ESTATES PHASE ONE AND TWO

(s) No yard sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than six (6) square feet advertising the property for rent or sale, or temporarily promoting a company for home improvements on the property such as roofing, painting, or fencing. Any such temporary sign shall be on the property no longer than 21 days. The Committee shall have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing requirements and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. All signs are subject to the approval of the Committee and may be required by the Committee to be removed if, in the sole judgment of the Committee, same are found to be inconsistent with the high standards of the Property. To protect the safety and harmony of the neighborhood, no person shall engage in picketing on any lot, easement, right-of-way or common area within or adjacent to the Property, nor shall any vehicle parked, stored or driven in or adjacent to the Property bear or display any signs, slogans, symbols, word or decoration intended to create controversy, invite ridicule or disparagement, or interfere in anyway with the exercise of the property rights, occupancy or permitted business activities of any owner.

(t) Religious displays consistent with Texas State Law HB-1278, are permitted on the entrance to an owner's dwelling unless such display:

1. threatens the public health or safety
2. violates a law
3. contains language, graphics, or any display that is patently offensive to a passerby
4. is in a location other than the entry door or door frame, or extends past the outer edge of the door frame

(u) The drying of clothes in public view is prohibited.

(v) Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything shall be permitted anywhere within the Property.

(w) No carport shall be permitted on a lot.

(x) No abandoned, derelict or inoperative vehicles may be stored or located on any lot unless visually screened from other lots and from any residential street.

(y) One flagpole not to exceed 20 feet in height is permitted per property. A flagpole attached to a dwelling or a freestanding flagpole shall be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling. The display of a flag, or the location and construction of the supporting flagpole, shall comply with the City of Allen zoning ordinances, as well as easements, and any setbacks of record. A displayed flag and the flagpole on which it is flown shall be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole shall be repaired, replaced, or removed.

Only the flag of the United States, the State of Texas, or the specific flags of the different military branches may be displayed on a freestanding flagpole on a continuous basis. The U.S Flag must be flown in accordance with 4 U. S. C. Sections 5-10 and the Texas flag must be flown in accordance with Chapter 3100, Government Code. Other flags (except those deemed offensive by the Committee) may be flown on a temporary basis to commemorate an occasion or event, so long as the flag is flown under the U.S. flag. No flag exceeding dimensions of 3 feet by 5 feet shall be allowed to be flown, and no more than two (2) flags may be flown at any given time. A flagpole attached to a building is exempt from this regulation, except that no flag deemed offensive by the Committee may be flown at any time.

No more than one light may be used to illuminate a displayed flag and such light shall be positioned and sized so as not to cause offending light issues with neighboring properties.

Efforts must be taken to minimize and abate any noise caused by the external halyard of a flagpole and it shall be the sole responsibility of the flagpole owner to resolve any noise issues.

(z) Solar Panels will be permitted on any lot provided they meet certain criteria as defined by Texas Property Code Section 202.010. ACC approval is still required, but will be automatically granted if the following conditions are met:

1. The solar panels are roof mounted or located in the back yard of the property
2. Roof mounted solar panels must match the pitch of the roof and do not exceed the height of the peak.
3. Roof mounted solar panels must not be located on the street facing side of the roof unless it can be clearly demonstrated to the ACC that it will provide an increase of at least 10% in annual efficiency as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory.
4. Ground mounted solar panels must not extend above the height of the backyard privacy fence.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

Section 2.1 Establishment "Committee" shall mean the Architectural Control Committee, which shall be the governing body charged with using its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent with this Declaration., The Committee shall be composed of at least three (3) individuals who own a lot within the Property appointed by the Board of Directors of the Association as hereinafter described and shall act by simple majority vote. In the event of death, resignation or other removal of any homeowner elected member of the Committee, the remaining members shall appoint a successor member. No member of the Committee shall be entitled to compensation for, or be liable for claims, causes of action or damage arising out of services performed pursuant to this Declaration.

Section 2.2 Authority Except for the basic maintenance of fences and structures with like materials, or the repainting of structures and fences with identical colors, no landscaping, building, fence, wall or other structure shall be commenced, erected, placed, or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items to be made until all plans and specifications therefor have been submitted to and approved in writing by the Committee as to:

- (a) quality of workmanship and materials, adequacy of site dimensions, adequacy, of structural design, proper facing of main elevation with respect to nearby streets;
- (b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other lots in the Property; and
- (c) the other standards set forth within this Declaration (and any amendments hereto) or matters in which the Committee has been vested with the authority to render a final Interpretation and decision.

The Committee is authorized and empowered to consider, review and approve any and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more lot owners or the general value of lots in the Property and, pursuant thereto, the Committee may require the submission of plans and specifications and/or site or plot plans prior to the commencement, or during the process, of such construction or landscaping. In considering the harmony of external design between existing structures and the proposed building being erected, placed or altered, the Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans.

Section 2.3 Procedure for Approval Final plans and specifications shall be submitted in duplicate to the Committee. The plans and specifications shall show the nature, kind, shape, height, materials and location of all landscaping and improvements. The documents shall specify any requested variance from the setback lines, garage location or any other requirement set forth in this Declaration. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of Plans shall be marked "Approved", signed on behalf of the Committee and returned to the lot owner or his designated representative.

Should a future online procedure be implemented to submit plans for ACC approval on the official HOA website, that procedure will become the preferred method of submission for architectural changes, although paper submissions will always be accepted.

If disapproved by the Committee, one set of such plans shall be returned marked "Disapproved" and shall be accompanied by a reasonable statement of the reasons for disapproval, which statement shall be signed on behalf of the Committee. Any modification of an approved set of plans and specifications must again be submitted to the Committee for its approval. The Committee's approval or disapproval, as required herein, shall be in writing. In no event shall the Committee give verbal approval or disapproval of any plans. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, written approval of the matters submitted shall not be required and compliance with this Article shall be deemed to have been completed. In case of a dispute about whether the Committee responded within such time period, the person submitting the plans shall have the burden of establishing that the Committee received the plans. The Committee's receipt of the plans may be established by a signed certified mail receipt.

Should an online procedure be implemented, proof of the Committee's receipt of plans may be established by a hard copy of the submission with a time stamp from the HOA website.

Section 2.4 Standards The Committee shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built in the Property.

Section 2.5 Liability of Committee The Committee (and all members thereof) shall have no liability for decisions made by the Committee so long as such decisions are made in good faith and without malice. Any errors in or omissions from the plans or the site plan submitted to the Committee shall be the responsibility of the owner of the lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, City codes, state statutes or the common law, whether the same relate to lot lines, building lines, easements or any other issue.

ARTICLE III

HOMEOWNERS ASSOCIATION

3.01 Creation The Owners shall constitute the Association. Each Owner of a Lot shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association.

3.02 Transfer of Membership Association membership can be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

3.03 Management of Association The Association shall be incorporated as a nonprofit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's articles of incorporation and bylaws, subject to this Declaration.

3.04 Membership Voting, Elections, and Meetings Each Owner shall have one vote. There shall be at least one meeting of the membership each year. At that meeting, the Owners shall elect the necessary number of directors to complete a Board consisting of five directors (consistent with the Bylaws) and vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership. A decision of the membership or the Board shall be by majority vote.

3.05 Duties and Powers of Board Through the Board, the Association shall have the following powers and duties:

- (a) To adopt rules and regulations to implement this Declaration and the Association's bylaws.
- (b) To enforce this Declaration, the bylaws, its rules and regulations.
- (c) To elect officers of the Board and select members of the Architectural Control Committee when that power devolves to the Board.
- (d) To delegate its powers to committees, officers, or employees
- (e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.
- (f) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner.
- (g) To establish and collect special assessments for capital improvements or other purposes.
- (h) To file liens against unit owners because of nonpayment of assessments duly levied
- (i) To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.
- (j) To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws or the rules and regulations.
- (k) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings.
- (l) To hold regular meetings of the Board at least semiannually.
- (m) To manage and maintain all of the Common Area in a state of high quality and in good repair, including without limitation, the detention pond on lot 15 of Block C of the Property as shown on the Plat.
- (n) To pay taxes and assessments that are or could become a lien on the Common Area.
- (o) To pay the costs of any liability insurance and title insurance on the Common Area and any liability insurance for members of the Board.
- (p) To appoint members to the Committee as described in Section 2.1.

ARTICLE IV
GENERAL PROVISIONS

Section 4.1 Lot Maintenance After installation of the original landscaping for a Lot, the owner of such lot shall continually maintain a minimum amount of landscaping within the front yard of the lot, such minimum being one (1) four inch caliper tree, plus four (4) five- gallon shrubs, plus four (4) three -gallon shrubs (plus four (4) one gallon shrubs such sizes being the minimum when planted). Each owner shall maintain its yard in a sanitary and attractive manner and shall edge the street curbs that run along the property line. Grass, weeds and vegetation on each lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any yard unless they are completely screened from public view. No owner shall permit widespread weeds or grass to grow to a height of greater than six inches (6") upon his property. If, after ten (10) days' prior written notice from the Committee, an owner of a lot shall fail to: (a) control weeds, grass and/or other unsightly growth, (b) remove trash, rubble, building and construction debris, (c) exercise reasonable care and conduct to prevent or remedy an unclean, untidy or unsightly condition, or (d) otherwise satisfy the aforesaid maintenance requirements, then the Committee shall have the authority and right to assess and collect from the owner of said lot the amount so expended by the Committee in connection with mowing, cleaning or otherwise maintaining said lot on each respective occasion of such mowing, cleaning or maintenance. In the event an owner of a lot does not pay such an assessment within thirty (30) days after the date of the invoice for such assessment, such owner shall also be obligated to pay the Committee a penalty of 25% of the total invoice amount. After 90 days without payment, the Association is free to pursue all legal avenues (except foreclosure) to recover the assessment plus all reasonable costs of collection thereof including attorney's fees and costs of court and appeal.

Section 4.2 Maintenance of Improvements (a) Each lot owner shall maintain the exterior of all buildings, fences, walls and other improvements on his lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

(b) The Association shall manage and maintain all of the Common Area in a state of high quality and in good repair, including without limitation, the detention pond on lot 15 of Block C of the Property as shown on the Plat. As used herein "Common Areas" shall mean Block C, Lot 1 S and all landscaping, fencing, monuments and screening easements in those certain common areas dedicated to the North Bethany Lake Estates Homeowners Association as indicated on the subdivision plat. The Association shall be responsible for the continuous and perpetual operation, maintenance and/or supervision of landscape systems, features or elements located in Common Areas, and, as identified herein or on the subdivision plat. The City of Allen shall be responsible for all median maintenance and all paving maintenance (except for private streets or roads) and the repair of landscape systems, features or elements damaged by City initiated utility work in dedicated easements. Other damage occurring during utility repairs will be the responsibility of the appropriate utility company. Should the Association or its Board fail or refuse to maintain such Common Areas to the City of Allen's specifications for an unreasonable time, not to exceed (90) days after written request to do so, the City of Allen, by and through a majority of its City Council members, shall have the same right, power and authority as is herein given to the Association and its board of Directors to enforce these covenants and levy assessments necessary to maintain the Common Areas identified herein. It is understood that in such event, the City of Allen, Texas, through its City Council, may elect to exercise the rights and powers of the Association or its Board of Directors, to the extent necessary to take any action required and levy any assessment that the Association might have, either in the name of the Association or otherwise, to cover the cost of maintenance of said Common Areas and Common Maintenance Areas.

(c) The Association shall maintain at least a 42" high fence along F. M. 2551, the length of the Property, in accordance with all applicable municipal ordinances or state regulations.

Section 4.3 Mortgages It is expressly provided that the breach of any of the foregoing conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said conditions shall be binding thereto as to lots acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such acquisition of title.

Section 4.4 Term The foregoing covenants and restrictions shall run with and bind the land and shall remain in full force and effect for a term of thirty (30) years after this Declaration is recorded. They shall be automatically extended for successive periods of ten (10) years unless amended as provided herein or as allowed by applicable law.

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NORTH BETHANY LAKE ESTATES PHASE ONE AND TWO

Section 4.5 Severability If any condition, covenant or restriction herein contained shall be determined to be invalid, such invalidity shall in no way effect any other condition, covenant or restriction, each of which shall remain in full force and effect.

Section 4.6 Binding Effect Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Property, it being understood that such benefits of the owner of any land except land in the Property and the same shall inure to the benefit of owners of land in the Property. This Declaration, when executed, shall be filed of record in the deed records of the County so that each and every owner or purchaser of any portion of the Property is on notice of the conditions, covenants, restrictions and agreements herein contained.

Section 4.7 Enforcement The Association or any Owner of any lot in the Property shall have the easement and right to have each and all of the foregoing restrictions, conditions and covenants herein faithfully carried out and performed with reference to each and every lot in the Property, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention hereby to attach to each lot in the Property, without reference to when it was sold, the right and easement to have such restrictions, conditions and covenants strictly complied with, such right to exist with the owner of each lot and to apply to all other lots in the Property. Failure by any owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4.8 Other Authorities If other authorities, such as the State, City or County, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein may also be complied with at the discretion of the Board.

Section 4.9 Addresses Any notices or correspondence to an owner of a lot shall be addressed to the street address of the lot. Any notices or correspondence to the Committee shall be addressed to the HOA address shown on the official HOA website.

Section 4.10 Amendment Declaration and the covenants, conditions and restriction set forth herein may be amended in whole or in part with the consent of more than 50% of the Owners of the lots (with one vote to be cast for each Lot so owned) evidenced by a document in writing bearing the signatures of such majority owners.

Section 4.11 Liberal Interpretation This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

Section 4.12 Attorney Fees if any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

Section 4.13 Covenants Running With the Land These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns, These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each lot, and each lot Owner.

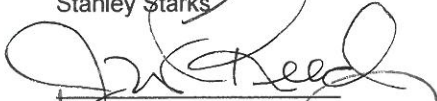
IN WITNESS HEREOF, the undersigned have caused this instrument to be executed in their names and on behalf of their duly authorized position as members of the Board of Directors for the North Bethany Lake Estates Homeowners' Association, Inc. and shall be effective this the 2nd day of June, 2015.

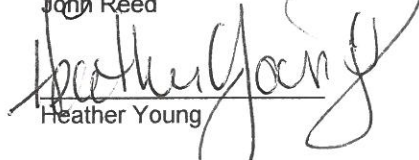
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BOARD OF DIRECTORS:


Brian Webster


Stanley Starks


John Reed

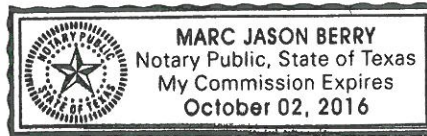

Heather Young


Terry Barry

State of Texas)
)
County of Collin)

BEFORE ME, the undersigned, on this day personally appeared Brian Webster, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the Board of Directors for the North Bethany Lake Estates Homeowners' Association (the "Association"), and that he executed the same as the act of the Board of Directors for the Association for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 2 day of June, 2015.



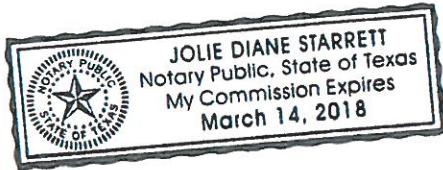
Notary Public in and for the State of Texas

SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LOTS IN
NORTH BETHANY LAKE ESTATES PHASE ONE AND TWO

State of Texas)
)
County of Collin)

BEFORE ME, the undersigned, on this day personally appeared Stanley Stark, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the Board of Directors for the North Bethany Lake Estates Homeowners' Association (the "Association"), and that he executed the same as the act of the Board of Directors for the Association for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 2 day of June, 2015.

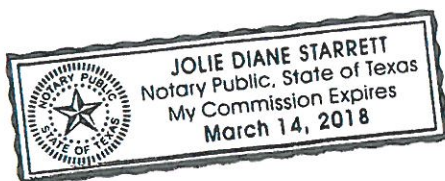


Jolie Starrett
Notary Public in and for the State of Texas

State of Texas)
)
County of Collin)

BEFORE ME, the undersigned, on this day personally appeared John Reed, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the Board of Directors for the North Bethany Lake Estates Homeowners' Association (the "Association"), and that he executed the same as the act of the Board of Directors for the Association for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 2 day of June, 2015.

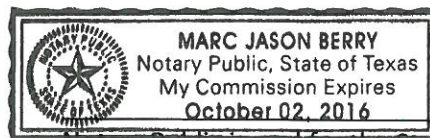


Jolie Starrett
Notary Public in and for the State of Texas

State of Texas)
)
County of Collin)

BEFORE ME, the undersigned, on this day personally appeared Heather Young, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the Board of Directors for the North Bethany Lake Estates Homeowners' Association (the "Association"), and that she executed the same as the act of the Board of Directors for the Association for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 2 day of JUNE, 2015.

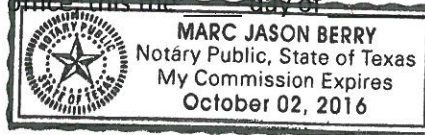


Notary Public in and for the State of Texas

State of Texas)
)
County of Collin)

BEFORE ME, the undersigned, on this day personally appeared Terry Berry, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the Board of Directors for the North Bethany Lake Estates Homeowners' Association (the "Association"), and that he executed the same as the act of the Board of Directors for the Association for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 2 day of JUNE, 2015.



Notary Public in and for the State of Texas