

**FIRST AMENDMENT TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
THE ESTATES OF GARDEN VALLEY**

THE STATE OF TEXAS
COUNTY OF ELLIS

KNOW ALL MEN BY THESE PRESENTS

This FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE ESTATES OF GARDEN VALLEY ("Restated Declaration") is made this 19th day of June, 2012 by Bethany/Garden Valley, LTD ("Declarant").

WHEREAS, Declarant is the owner of The Estates of Garden Valley, an addition to the City of Waxahachie, Ellis County, Texas, filed for record on June 5, 2007 in Ellis County H/419-H/422 (the "Property").

WHEREAS, on September 14, 2007 the DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ESTATES OF GARDEN VALLEY ("Original Declaration") was executed and acknowledged and filed that same date at 12:06 PM in the Ellis County Records, Volume 02338, Page 0903.

WHEREAS, on February 5, 2010 the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ESTATES OF GARDEN VALLEY ("Amended and Restated Declaration") was executed and acknowledged and filed that same date at 1:16 PM in the Ellis County Records, Volume 02493, Page 1115.

WHEREAS, Declarant has the authority to amend the covenants, conditions and restrictions pursuant to Article Eight of the Original Declaration.

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, restrictions, liens, and charges as hereinafter set forth;

NOW, THEREFORE, Declarant declares that the Amended and Restated Declaration is hereby amended and restates in its entirety as hereinafter set forth, and it is hereby declared that all of 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 insuring proper use and appropriate development and improvement of each building site thereof; to protect the

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Owners of Lots against such improper use of surrounding lots as will depreciate the value of their Lots; to insure adequate and reasonable development of the Property; to encourage the erection of attractive improvement thereon, with the appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvements on the Property; and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE DEFINITIONS

“ACC” shall mean the Architectural Control Committee appointed by the Board.

“Assessments” shall mean and refer to the regular annual assessments and/or the special assessments.

“Association” shall mean and refer to The Estates of Garden Valley Homeowners Association, Inc., a Texas nonprofit Corporation, its successors and assigns.

“Board” shall mean Board of Directors of the Association.

“Builder” means any person or entity who purchases one or more Lots for the purpose of constructing improvements for later sale to consumers in the ordinary course of such person’s or entity’s business.

“Common Area” shall mean and refer to all real property (including easements and improvements) owned or held by the Association for the common use and enjoyment of the Owners.

“Common Expenses” means the actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of the Owner(s) and/or the Common Area, but excluding expenses incurred during the period in which there is Class B membership (as hereinafter defined) for the initial or original construction of improvements.

“Declarant” shall refer to Bethany/Garden Valley, LTD, its successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

“Homeowner” shall refer to the record owner, whether one or more persons or entities, after title is conveyed by Declarant or Declarant’s Builder to such homeowner.

“Lessee” shall mean and refer to each person (not otherwise an Owner or Member) authorized by an Owner to reside within such Owner’s home.

"Lot" shall refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in the Plat Records of Ellis County, Texas, on which there is or will be built a single family dwelling. The term "Lot" shall not include the Common Area nor any other reserves shown on the said map or plat.

"Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Properties" shall refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE TWO ARCHITECTURAL CONTROL

Architectural Control Committee

Declarant shall designate and appoint an Architectural Control Committee ("ACC") consisting of not less than two qualified persons, which committee shall serve at the pleasure of the Declarant or Board of Directors.

Approval of Plans and Specifications

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping on any Lot or Lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

Failure of Committee to Act

In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of 30 days following such submissions, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

ARTICLE THREE EXTERIOR MAINTENANCE

All improvements upon any Lot will at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of such Lot in a presentable well-kept and clean condition, as determined by the Board, in its sole and absolute discretion.

ARTICLE FOUR USE RESTRICTIONS

Residential Zoned Property Use

All Lots shall be used, and all improvements thereon occupied, for single family purposes only.

Structural Restrictions

One hundred percent (100%) of the front elevation shall be masonry, measured to the upper most plate line; exclusive of windows, doors, entry walls, covered porches, architectural projections and accents and area above first floor roofs. The side and rear elevations shall be a minimum of eighty-five (85%) masonry.

Masonry shall be defined as brick or stone placed in individual units. Stucco may be permitted only upon approval by ACC. The total floor area of the main structure, exclusive of porches, garages, patios, terraces and breezeways shall be not less than 2,800 square feet for all lots except for Lots 13 -21 of Block 1 and Lots 2-6 and Lots 14 and 15 of Block 3 shall be not less than 2,000 square feet. The width of the main structure shall be in harmony with the other dwellings in the addition. No dwelling or residence or any other structure shall be constructed of more than two stories in height without the express permission of the Architectural Committee. Storage sheds may be permitted by permission of the ACC and must comply with the building set back requirements by City of Waxahachie, must have the same shingles of home, must have been painted the matching color of home siding or trim or constructed with matching brick or stone of home, and must not exceed a height of ten feet. Each dwelling or residence shall provide an attached garage structure with space for a minimum of two cars. All garages shall be "J" type, front swing entry or traditional side entry. A single car garage may face the front of the street provided that an additional two car garage of a "J" type, front swing entry or traditional side entry shall be constructed. Said single car garage must be set back off the front elevation, must be stained cedar or its equivalent, and must be approved by the City of Waxahachie.

Temporary Structures

The undersigned Declarant, or any other person or company engaged in the construction of improvements may maintain on the Property temporary construction offices, and such construction office to be promptly removed upon the completion of home(s) or model home(s) constructed upon Property. Except for such temporary construction office, no temporary structure of any kind shall be erected or placed upon any Lot (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment may be placed on a lot only in places which are not visible from any street on which the lot fronts). In no instance shall more than one dwelling or residence be erected. Any garage, servant's house, or other improvements erected more than one hundred and twenty days prior to the completion of the main dwelling or residence shall be considered a temporary structure within the meaning of this paragraph.

Building Line

All dwellings or residences built upon any Lot shall face the road or street upon which the Lot faces, as the Lot is platted, and no portion of any structure shall be nearer to the road or street property line of the Lot than is designated by the Plat which allows for a twenty-five foot (25') front yard set back, except, however, Lots 3-11 and Lots 37-50 of Block 1 and Lots 16-25 of Block 3 shall have a forty foot (40') front yard set back, and no structure of any kind shall be nearer than seven feet (7') to any inside perimeter boundary, and no structure of any kind shall be nearer than twenty feet (20') from the rear yard, except approved storage sheds as provided herein.

Nuisances

No boats, trailers, campers, or inoperable automobiles will be left on the street or side yard within view of the street, such vehicles must be parked in a garage. No truck with tonnage in excess of one ton and no vehicle with painted advertisements shall be permitted to park overnight on the street within the addition at any time. No vehicle shall be parked along the street for a period exceeding one week. No noxious or offensive activity of any kind whatsoever shall be carried on upon the Property, nor shall there be permitted any act thereon that may be or become an annoyance or nuisance to owners of Lots within the addition.

Fences

Only a white stone or masonry wall, (corresponding to the perimeter wall of subdivision), wrought iron or stained cedar fence (with steel poles), or a forty year guaranteed vinyl off-white or almond fence shall be erected on the Property. No fence shall be erected forward of the front building line on the Property. The screening walls constructed by developer in accordance with the subdivision ordinance of the City of Waxahachie shall not be in violation of these covenants. Only a six foot (6') wrought iron fence, painted black may be constructed on the rear yards of Lots 23-29 and Lots 30-36 of Block 1 and Lots 1-9 of Block 2.

Service Facilities

All clotheslines or service facilities must be enclosed within walls, fences or landscaping so as not to be visible from the outside of the Lot.

Pets

No animal or fowl of any kind shall be raised, kept or quartered on any portion the property except pets of the kind and number usual to a one family household and in accordance with the ordinances of the City of Waxahachie. Pitt Bulldogs, Horses, Sheep, ponies, goats, hogs, pigs, cows, chickens, rabbits, peacocks, ducks, geese, pigeons, and guinea fowl are expressly prohibited.

Easements

All easements shown on the Plat for the purpose of installing and maintaining public utilities and all easements hereafter granted for such purposes by the Declarant shall be strictly observed and shall not be in any manner obstructed so as to hinder any such easements.

Signs

No signs for advertising purposes shall be displayed to the public view, by Owners or Builders, excepting only signs of customary dimensions (3' x 4' maximum) advertising said Property, or portions thereof, for sale. Builders of The Estates of Garden Valley shall be allowed to erect a sign not to exceed 6' x 10' at any model home location.

Roofs

The roof pitch of any structure shall be 9 foot x 12 foot minimum and 12 foot x 15 foot maximum. Any deviation from the maximum must be approved by the Architectural Committee. Slate, rigid tile material or 30 year particle composition or its equivalent shall be used as the roofing material on all structures.

Garbage - Weeds

Except for garbage pick-up days, all garbage containers shall be placed so as not to be visible from the street. The Property shall not be used as a dumping ground for rubbish, trash, garbage or wastes. All Lots must be kept free of weeds and debris.

Antennas and Satellite Dishes

All television antennas and other antennas and aerials shall be located inside the attic or under roof, or, in the case of a satellite dish, out of public view, unless otherwise permitted by Architectural Committee.

Landscaping

Landscaping of each Lot must be completed before the main structure is first occupied as living quarters. Each front yard of the Lot shall have installed a minimum of three trees with a minimum trunk of four inches (4") in diameter and a minimum of 72 inches from the ground, and the front, sides, and a minimum of one-half of the back yard shall be sodded, grassed or hydro-mulched with warm weather growing grass on or before occupancy by homeowner.

Mailboxes

All mailboxes shall be enclosed by brick or stone corresponding to each home.

Sidewalks

Construction of any single-family dwelling on each Lot shall include the placement of a four foot (4') wide concrete sidewalk, located six feet (6') from, and parallel to, the curb, across the entire frontage of each Lot, and, in the case of corner Lots, a sidewalk shall be placed parallel to the side street. Such sidewalks shall be constructed in conformity with the ordinances of the City of Waxahachie.

Building Permits

The building Inspector of the City of Waxahachie, Texas, or other municipal authority, is hereby authorized and empowered to refuse or revoke, as the case may be, any and all permits for construction of improvements of any kind or character, if such improvements do not conform to and comply with the restrictions set out herein.

Window Treatment

No aluminum foil, newspaper, reflective film or similar treatment will be placed on windows or glass doors of a dwelling. Bed sheets and similar linens shall not be used at any time.

Athletic and Recreational Facilities

No outdoor athletic and recreational facilities such as playscapes, swing sets and sport courts may be placed on a Lot unless (1) such item is placed within a backyard that has a fence that completely encloses the backyard and the location and the item does not exceed ten feet in height, or (2) such item is a temporary and movable facility that is stored each night in the garage, the dwelling or other fully screened area. Notwithstanding the foregoing, basketball goals and any other recreational equipment designated by the ACC may be located on any portion of the Lot (including side yards) that is behind any portion of the rear of the dwelling. No such items shall be otherwise located including, without limitation, in any street.

No Above Ground Pools

Above ground-level swimming pools shall not be installed on any Lot.

Lighting; Exterior Holiday Decorations

Lighting and/or decorations on a Lot may not be used or placed in a manner that, in the Board of Directors' sole discretion, constitutes a nuisance or an unreasonable source of annoyance to the occupants of other Lots. Except for lights and decorations with the interior of a dwelling that are not displayed in a window, lights and decorations that are erected or displayed on a Lot in commemoration or celebration of publicly observed holidays may not be displayed more than six weeks in advance of that specific holiday and must be removed within 30 days after the holiday has ended.

Lawn Decorations and Sculptures

The Owner must have the approval of the ACC to place any decorations, sculptures, fountains, flags and similar items on any portion of such Owner's Lot except the interior of the dwelling, unless (1) such item is placed within a backyard completely enclosed by a fence which blocks the view of the item at ground level and (2) such item is no taller than the fence.

Drainage Alteration Prohibited

Unless approved by the ACC, no Owner will (1) alter the surface water drainage flows of a Lot as originally established at the time of the initial construction of the dwelling, or (2) install landscaping or other improvements that may interfere with, obstruct or divert drainage flows established by Declarant or any Builder. The foregoing shall not prevent or limit the Declarant from performing any grading work and/or changing any surface water drainage flow on any Lot.

No Sex Offenders

In no case shall there be anyone residing or a guest of anyone residing in The Estates of Garden Valley who has been convicted by a court of law or officially registered as a sex offender. Enforcement of this provision shall be by reasonable monetary fines as determined by the Board.

ARTICLE FIVE MEMBERSHIP AND VOTING RIGHTS

Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

The Association shall have two classes of voting membership:

CLASS A Class A members shall be all Owners, with the exception of the Declarant so long as Declarant is a Class B member, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

CLASS B The Class B member(s) shall be the Declarant and shall be entitled to four (4) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the following event:

When the total Class A membership votes equal the total Class B membership votes.

ARTICLE SIX COVENANT FOR MAINTENANCE ASSESSMENTS

Creation of the Lien and Personal Obligation of Assessments

Each Homeowner, other than Declarant and Builder, by acceptance of deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs and reasonable attorney's fees, shall be a charge on the land and is hereby a continuing lien upon the property against which each such, assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Purpose of Assessments

The assessments levied by the Association shall be used exclusively for Common Expenses.

Annual Assessment

The minimum annual assessment per lot for The Estates of Garden Valley shall be \$400 per lot, starting January 1, 2012. From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner other than Declarant or Builder, the maximum annual assessment may be increased as follows:

Maximum Increase Without Vote. Without a vote of the members of the Association in accordance with the provisions below, the Board may increase the maximum annual assessment each year by up to 20% above the maximum annual assessment for the previous year. The Board may increase the maximum annual assessment with or without increasing the actual annual assessment.

Maximum Increase With Vote. The maximum annual assessment may be increased more than 20% above the prior year's maximum annual assessment amount by 60% of the Owners who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present approving such action.

Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the common areas, including all screening walls, entrances, signage, cobblestone pavers, all landscaping and irrigation systems, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of seventy-five percent (75%) of each class of members who are voting in person or by proxy, at a meeting duly called for that purpose.

Notice and Quorum for any Action Authorized Under Paragraphs

Written notice of any meeting called for the purpose of taking any action authorized to implement Annual Assessments or Special Assessments shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty percent (20%) of all votes of each class of membership constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting except as provided in the By-laws shall be held more than sixty (60) days following the preceding meeting.

Date of Commencement of Annual Assessments Due Dates

The annual assessments provided for herein shall commence as to each lot, on the first day of the month following the conveyance of any lot to a Homeowner, but in no case prior to January 1, 2012. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall, be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Effect of Nonpayment of Assessments Remedies of the Association

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the hereinafter described lien against the property. Each such owner, by his acceptance of a deed to a lot, hereby

expressly vests in the association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the favor of the Association in a like manner as a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other lot owners.

Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Exempt Property

All properties dedicated to and accepted by a local public authority shall, be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Uniform Rate of Assessment

Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

In the event the Association fails to perform its specified responsibilities herein set forth or if declared nonexistent for any reason, the Declarant or his assigns shall have the right to levy special assessments against each lot owner member of the Association on a pro rata basis for the cost of maintenance or the cost of correcting any condition for which the Association was responsible. The Declarant or his assigns, further, under the Association's default herein, assumes to the same rights of the Association to levy assessments and create liens on the property for unpaid assessments as provided herein.

ARTICLE SEVEN PROPERTY RIGHTS

Owner's Easements of Enjoyment

Every owner shall have a right and easement of enjoyment in and to any of the common areas which shall be appurtenant to and shall pass with the title to every lot., subject to the following provisions:

(a) The right of the Association to make assessments against each lot owner necessary to support and maintain the common areas and improvements thereon.

(b) The right of the Association to suspend voting rights of lot owner for any period during which any assessments against his lot remains unpaid; and for a period not to exceed sixty (i.e. 60) days for any infraction of its published rules and regulation.

(c) The right of the Association to dedicate or transfer all or any part of the common areas to any public agency, authority, or utility for such purposes and subject to such conditions as shall be effective unless an instrument agreeing to such dedication or transfer signed by three-fourths (i.e. 3/4) of each class of members has been recorded.

(d) The right of the Association, in accordance with its Articles of Incorporation or By-laws to borrow money for the purpose of improving the common areas and improvements thereto and in aid thereof to mortgage said property. The rights of any such mortgagee in said property shall be subordinate to the rights of the owners hereunder, if satisfactory to said mortgagee.

Use of Common Areas at Own Risk

Each Owner, by acceptance of a deed to a Lot, acknowledges that the use and enjoyment of any Common Area and recreational facilities involves risk of personal injury or damage to property. Each Owner acknowledges, understands, and covenants to inform its tenants and all occupants of its Lot that the Association, its Board of Directors and committees, Declarant, and any Builder are not insurers of personal safety and that each person using the Common Areas assumes all risks of personal injury and loss of or damage to property, resulting from the use and enjoyment of any recreational facility or other portion of the Common Areas. Each Owner agrees that neither the Association, the Board of Directors and any committees, any Builder, nor Declarant shall be liable to such Owner or any person claiming any loss or damage, including without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment, or any other wrong or entitlement to remedy based upon, due to, arising from or otherwise relating to the use of any recreational facility or other portions of the Common Areas, including, without limitation, any claim arising in whole or in part from the negligence of the Association, Declarant or any Builder. **THE FOREGOING RELEASE IS INTENDED TO RELEASE THE SPECIFIED PARTIES FROM LIABILITY FOR THEIR OWN NEGLIGENCE.**

ARTICLE EIGHT GENERAL PROVISIONS

Enforcement

The Board may impose sanctions for violation of this Restated Declaration (including any rules, guidelines or standards adopted pursuant to the Restated Declaration) in accordance with the applicable procedures set forth in the bylaws of the Association ("Bylaws"). The Bylaws do not provide for an absolute right under all circumstances to notice and/or hearing either prior to or

after the imposition of sanctions. Such sanctions may include all remedies available at law and/or in equity and all remedies herein, including, without limitation, the following:

Fines. The Board may impose reasonable monetary fines, which shall constitute a lien on the Lot, upon the Owner of the Lot related to or connected with the alleged violation. The Owner shall be liable for the actions of any occupant, guest or invitee of the Owner of such Lot.

Suspension of Voting Rights. The Board may suspend an Owner's right to vote.

Suspension of Rights to Use Common Area. The Board may suspend any person's or entity's right to use any recreational facilities within the Common Areas; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot.

Right of Self-Help. The Board may exercise self-help or take action to enter upon the Lot to abate any violation of this Restated Declaration.

Right to Require Removal. The Board may require an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of this Declaration and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Lot, remove the violation, and restore the property to substantially the same condition as previously existed, without such action being deemed a trespass.

Levy Specific Assessment. The Board may levy a specific assessment to cover costs incurred by the Association in bringing a Lot into compliance with this Restated Declaration.

Lawsuit; Injunction or Damages. The Board has the right, but not the obligation, to bring a suit at law or in equity to enjoin any violation or to recover monetary damages, or both.

Perform Maintenance. In addition to any other enforcement rights, if an Owner fails to perform properly such Owner's maintenance responsibility with respect to a Lot or an improvement thereon, the Association may record a notice of violation in the public records of the county and/or enter the Lot and perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a specific assessment.

The decision to pursue enforcement action, including the commencement of legal proceedings, in any particular case shall be left to the Board's sole and absolute discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case, (i) the Association's position is not strong enough to justify taking any or further action; or (ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending

the Association's resources; or (iv) it is not in the Association's best interests, based upon hardship, expense or other reasonable criteria, to pursue enforcement action. Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Duration and Amendments

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which they shall be automatically extended for successive periods often (10) years. This Declaration may be amended by an instrument signed by not less than sixty-five percent (65%) of the Owners. Any amendment must be recorded in the Deed Records of Ellis County, Texas.

Headings

The headings herein are employed for convenience only and are not controlling over the content of the provisions.

Laws of Construction

The provisions of this Declaration shall be construed by the laws of the State of Texas.

Venue

Any suit brought to enforce any provisions of this Declaration shall be maintained in the courts of Ellis County, Texas.

Nonliability

Declarant, the ACC, the Association, and their respective members, officers, directors, employees and agents, shall not be liable to any Owner or any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the duties of the Declarant, Architectural Committee, or the Association under this Declaration, unless due to the willful misconduct or bad faith of the Declarant, the

Architectural Committee, Association, or their members, officers, directors, employees or agents as the case may be.

Rights of Mortgagees

Each lien holder or mortgagee of a lot shall possess the right to:

- (a) inspect the books and records of the Association during normal business hours;
- (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of the fiscal year of the Association; and
- (c) receive written notice of all meetings of the members of the Association and be entitled to designate a representative to attend such meetings.

Leases

Any lease agreement between an owner and an lessee shall, provide that the lease shall be subject in all respects to the provisions of this Declaration and to the articles of incorporation and by-laws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default in the lease. All such leases shall be in writing.

Gender/Number Applications

As appropriate herein, any pronoun used in this Declaration shall also refer to the masculine, feminine or neuter equivalent, and any singular or plural construction shall also include the other.

ARTICLE NINE PRIVATE STREETS, COMMON AREAS, & EASEMENTS

Maintenance

The Association shall be responsible for maintaining all private roads shown on the Plat (except private driveways located within Lots on the Properties, which shall be the responsibility of the Owner of the Lot). Such maintenance will include repair and replacement of such private roads, as well as periodic maintenance of the surface. The Board will cooperate with the applicable traffic and fire control officials to post roads and streets with traffic control, fire lane, and parking regulation signs. The Association shall also be responsible for maintaining all paths, walkways, street lights, street signs, landscaping, irrigation, wells, pumps, bridges, fountains, weirs and other drainage structures, walls, entry features and other improvements constructed by Declarant or the Association and located within the private road right-of-way areas or Common Areas and Easements shown on the Plat; provided, however, that upon the issuance of a Certificate of Compliance or similar instrument with respect to a particular Lot, the Owner of such Lot shall maintain all landscaping and improvements on that portion of private right-of-way between the Lot boundary and the nearest curb or

pavement edge of the adjoining street(s) or the nearest fence, wall, drainage area or berm constructed on the adjacent Common Properties.

All costs incurred by the Association for maintenance of the private streets, common areas, and easements shall be a Common Expense of the Association.

Each Owner, by acceptance of any interest in a Lot, acknowledges and agrees that the City of Waxahachie shall have no obligation to provide certain services, such as but not limited to routine police patrols, enforcement of traffic and parking ordinances, or preparation of accident reports, in areas served by private streets.

Rules and Regulations

The Board shall have the right to promulgate and amend from time to time reasonable rules and regulations concerning the use of the private roads, including but not limited to rules limiting speeds and the types of vehicles which may park and operate on such private roads, and such rules may include a system of fines for violations or infractions of such rules.

Access Easement

The Declarant and the Association hereby creates a perpetual, nonexclusive easement for access, ingress, egress over the private streets within the Common Properties, for law enforcement, fire fighting, paramedic, rescue and other emergency vehicles, equipment and personnel; for school buses; for postal service delivery vehicles and personnel; for government employees in pursuit of their official duties; and for vehicles, equipment and personnel providing utility service or garbage collection services to the Properties; provided, such easement shall not authorize any such persons to enter upon the Properties except while acting in their official capacities. The existence of this easement shall not preclude the Association from maintaining gates or other devices or systems designed to limit general vehicular access to the Properties, provided that the Association shall at all times maintain systems and/or procedures to permit entry of persons authorized to exercise the easements granted in this Section without unreasonable interference or delay.

Security Disclaimer

The gates located at the entrances to the Properties are intended as a convenience to the Declarant during initial construction within the Properties and is not intended or designed to enhance the security within or safety of residents or their guests. The Declarant may use the gate during initial construction for whatever purposes Declarant sees fit and may employ or retain a person(s) to attend the gate and monitor traffic and permit access by authorized persons. Any person(s) so employed by the Declarant or the Association shall under no circumstances be

responsible for providing security to any person or property within the Properties. Neither the Declarant nor the Association shall be obligated to continue to staff or otherwise continue to use a gate, if any, to control access to the Properties.

IN WITNESS THEREOF, the undersigned being the Declarant herein, have hereunto set their hand and seal this 19th day of June, 2012.

BETHANY/GARDEN VALLEY, LTD.,
a Texas limited liability company

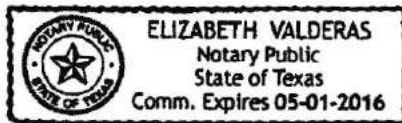
By: *Clyde L. Hargrove*
Clyde L. Hargrove, Manager

Attest: State of Texas)

County of Ellis)

BEFORE ME, the undersigned authority, on this day personally appeared Bethany/Garden Valley LTD, Declarant, by and through Clyde L. Hargrove, Manager to me to be the person whose name are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity state, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 19 day of June, 2012.



Elizabeth Valderas
Notary Public in and for
the State of Texas

02634 0253

VOL. PG.

CLYDE HARGROVE
101 VALLEY RIDGE DR.
RED OAK, TX 75154

Any provision herein which restricts the sale, rental, or use of this described real property because of color or race is invalid and unenforceable under federal law STATE OF TEXAS, COUNTY OF ELLIS I hereby certify this instrument was filed on the date and time stamped herein and was duly recorded in the volume and page of the OFFICIAL PUBLIC RECORDS of Ellis County Texas as stamped hereon.



Candice Salley
COUNTY CLERK, ELLIS COUNTY, TEXAS

FILED FOR RECORD - ELLIS COUNTY, TX
INST NO. 1213297
on Jun 19, 2012 at 10:44:00 AM