

**FIRST AMENDED AND RESTATED COVENANTS AND RESTRICTIONS
OF AND FOR THE
RESERVE AT LAKE ATHENS**

THE STATE OF TEXAS

COUNTY OF HENDERSON

WHEREAS, on the 20th day of November, 2015, the below identified owners, being the owners of all that certain property located in Henderson County, Texas, known as The Reserve at Lake Athens, Henderson County, Texas (hereinafter "The Reserve at Lake Athens"), as recorded in , Cabinet E, Slide 320, and replated in Cabinet F, Slide 159 and Cabinet H, Slide 47 of the Plat Records of Henderson County, Texas, entered into unrecorded Covenants and Restrictions of and for The Reserve at Lake Athens.

WHEREAS, the Owner-Developer, and the present owners of lots within The Reserve at Lake Athens, desire to amend and restate those covenants and restrictions by this instrument. The present owners of lots within The Reserve at Lake Athens are:

PHASE I

Lots 2A and 3	Jonathan Bridges and Deborah A. Bridges;
Lot 4	Steve and Inez Thomas;
Lot 5	Steve and Donna Moore;
Lot 6	Athens J&M, LLC;
Lot 7	Aaron F. and Christina R. Smith;
Lots 8 and 9	Frank Peterman;
Lot 10	Jeffrey Thomas Manley and Trina Michell Manley; and
Lots 11, 12, 13, and 14	Ryan and Carrie Streiff

PHASE II

Lots 1 and 2	Lake Athens Capital, LLC
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(hereinafter "Lot Owners") who are hereby made parties to this agreement.

WHEREAS, for the purpose of creating and carrying out a uniform plan for the improvement and development of The Reserve at Lake Athens by preserving the natural beauty of the property, minimizing the erection of poorly designed, poorly proportioned, or unsuitable structures, encouraging harmonious architectural schemes, and advancing the highest and best development use of the property, the Owner-Developer and Lot Owners desire to implement the following restrictions, conditions and use limitations.

WHEREAS, the Owner-Developer and Lot Owners will convey the above-described properties, subject to certain protective covenants, conditions, and restrictions as hereinafter set forth:

NOW, THEREFORE, it is hereby declared that all of the property described shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, 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.

1. Architectural Control Committee

The Architectural Control Committee (the "Committee") shall be comprised of Robert Gross, Steve Thomas, and Steve Moore, until their replacement shall occur as described in Section 5 below. The Committee shall function as the representative of the owners of the subdivision lots. A majority of the Committee may designate a representative to act for it. Final construction or building plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. If the Committee, or its designated representative, fails to act on such plans and specifications within thirty (30) days after they have been submitted to it, then Committee approval shall be presumed.

2. General

All lots in the subdivision shall be used, known, and described as single-family residential lots. No lot, other than as hereinafter provided, may be subdivided for any purpose other than adding to the lot size of an adjoining property. Two property owners may purchase a lot located immediately between them and divide the lot between them. A dwelling cannot be built on either portion of a lot so divided unless that portion is permanently combined with an adjoining whole lot, either by replat or deed restriction. Otherwise, a subdivided lot cannot be built on unless the two portions are conveyed back into the original lot. It is the intent of this section that a house can be constructed on more than, but not less than, a whole lot as originally platted. No commercial activity or use to which the public is typically invited shall be permitted on any lot.

Notwithstanding the provisions of the preceding paragraph Lots 1 and 2 of Phase II of The Reserve at Lake Athens may each be subdivided in to separate lots on the following conditions: Lot 1 may be subdivided into three separate lots so long as any resulting lot contains a minimum of one acre. Lot 2 may be subdivided into two separate lots so long as any resulting lot contains a minimum of one acre.

Short Term Rental Units Restricted. The term "short term rental unit" shall include all or part of a residential principal structure or residential dwelling unit located on any lot being leased, rented, loaned, offered for rent, hired out, licensed, or otherwise let as an accessory use or occupancy to a person or persons other than the owner of the subject property or a family

member of the owner thereof, the permission of such occupancy is in exchange for consideration therefore, for a period or term that is less than ninety (90) consecutive days. The term "short term rental unit" shall also include a dwelling unit, temporary structure, or accessory structure, or part thereof, used for overnight accommodation that is available for rent by transient guests for a period or term that is less than ninety (90) consecutive days. Except as otherwise provided herein, leasing, renting, loaning, hiring out, licensing, or letting; offering or inviting the leasing, renting, loaning, hiring out, licensing, or letting; or otherwise permitting a short term rental unit or occupancy thereof for a period or term that is less than ninety (90) consecutive days shall be prohibited, and such conduct shall be prohibited, whether engaged in or participated in by the owner of the property, one or more agents of the property owner, or by any person leasing, or seeking to lease as a lessor, or renting or seeking to rent as lessee or otherwise occupy a premises, or part thereof, as tenant or temporary occupant thereof.

Easements have been granted for the installation and maintenance of utilities. No utility company, water district, political subdivision or authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agent, employees, or servants, to shrubbery, trees, or flowers or to other property of the Owner situated within any such easement. No property owner shall restrict or divert the natural flow of surface water drainage without the consent of the Committee.

No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other household waste shall not be kept except in sanitary containers and may not be disposed of by on-site burning. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each tract owner is responsible for the removal from said tract of all garbage and other household trash at least weekly. The use of enclosures left permanently in front of a dwelling or near a roadway to house containers for trash pickup is prohibited.

Each lot shall be kept and maintained in a neat and orderly condition, with weeds, grass, and/or unsightly growth properly controlled. No ground fires are permitted without prior, written approval from the Committee.

No noxious or offensive activity shall be conducted or engaged in which is or may become a nuisance to other lot owners within the subdivision. This does not include the normal and reasonable activities, sounds, and odors associated with keeping animals of a type and quantity as allowed on Phase II lots as described below.

Animals allowed to be kept on the premises of all lots shall be limited to dogs, cats, and other household pets in reasonable numbers, provided that they are not kept, bred, or maintained for commercial productions and do not cause unreasonably offensive noise or odor.

Animals allowed to be kept on the premises of lots in Phase II shall also include livestock as follows: one large animal (horse or cow) per acre of lot (a fraction of an acre shall be rounded up from .50 acre, down from .499 acre.) Weaned offspring of said animals count against the maximum number that can be kept. Swine, goats, and poultry of any form are prohibited, except that animals raised for local show purposes (example 4H and FFA) may be kept to maturity.

No sign or signs shall be displayed for public view on any lot, except (1) those signs belonging to the Owner-Developer or its authorized agent, (2) owner identification or address signs approved by the Committee, or (3) small, unobtrusive "for sale" signs approved by the Committee.

No truck, bus or trailer, recreational vehicle, etc. shall be left parked in front of a dwelling except during construction or repair/maintenance activities. No wrecked or inoperable vehicles of any type or nature shall be parked or stored on the property unless inside an approved outbuilding. All agricultural/lawn maintenance equipment must be stored inside the dwelling or approved outbuilding. Buses, trailers, recreational vehicles, and agricultural/lawn equipment may be parked on lots in Phase II provided they are hidden behind decorative fence or other structure as approved by the Committee.

3. Building Setbacks

The setbacks for lots in Phase I are as follows: No building, dwelling or permanent structure of any type shall be erected within fifty (50) feet of the front property line (road) and within fifteen (15) feet of the side property lines. The setback for the rear (lakeside) property line shall be as follows: (a) Lots 2A, and 5-14 shall have a zero-setback requirement; (b) Structures on Lots 3 and 4 shall be built no closer to the 448' line than a line from the northwest corner of Lot 4 to the northeast corner of Lot 3.

The setbacks for lots in Phase II are as follows: No building, dwelling or permanent structure of any type shall be erected within fifty (50) feet of the front property line (road) and within fifteen (15) feet of the side or rear property lines.

Variances for setbacks may be made by the Committee to accommodate unusual site or design needs or for the benefit of adjoining properties. It is the spirit and intent of these setbacks that no property owner shall unreasonably restrict the view of other property owners.

4. Construction

No building, structure, excavation, retainer wall, or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location thereof, have been submitted to and approved by the Committee. Any building, structure or improvement commenced upon any lot shall be completed as to exterior finish and appearance within six (6) months, and total completion within twelve (12) months from the commencement date.

No soil shall be removed for any commercial use. Any cutting of trees shall be limited to the extent reasonably necessary for clearing a foundation site for construction and driveways unless otherwise permitted in writing by the Committee. Retainer walls shall be of a type and design approved by the Committee and shall be so constructed as to allow adjoining retainer walls, existing or future, to connect for a harmonious appearance and structural integrity.

The design, placement, construction, and maintenance of piers, boathouses, and related facilities shall also be subject to the authority of the Committee, even on that portion of such improvements which shall be constructed below the 448' line (thus lie on land owned by the Athens Municipal Water Authority). It is the spirit and intent of this section that all boathouses and related improvements shall be designed, placed, constructed, and maintained to minimize, to the extent practical, restrictions in the view of the lake from adjoining lots.

Each residential dwelling constructed on Lots 2A-14 shall contain a minimum of two thousand, five hundred (2,500) square feet of air-conditioned space, exclusive of all porches, garages or breezeways attached to the main dwelling. Each residential dwelling constructed on Phase II lots shall contain a minimum of two thousand (2,000) square feet of air-conditioned space, exclusive of all porches, garages or breezeways attached to the main dwelling. No temporary structures, mobile homes, modular, prefabricated, or manufactured dwellings, or any dwellings containing metal or asbestos exterior siding shall be permitted on any lot within the subdivision. No metal siding is allowed in Phase I.

All construction must be of new materials, except for stone, brick or other materials used for decorative effect if such use is approved in writing by the Committee. Only the construction of new buildings shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a tract and remodeling or converting it into a dwelling unit. Outbuildings on lots in Phase II shall be allowed only if they shall meet the following requirements: (1) if a metal building, they must be a standard manufactured or pre-engineered, site built metal building; (2) otherwise, they must be designed and constructed to be harmonious in appearance with the dwelling; (3) in no event shall any outbuilding, metal building or otherwise, be located in front of the dwelling.

Outbuildings on Lots 2A-14 shall be designed and constructed to be harmonious in appearance with the dwelling.

No wood shingles will be permitted on roofs. Such shingles may be approved for decorative purposes, subject to the approval of the Committee. All roofs shall have a minimum 8/12 pitch.

All utility services shall be run underground from the public utility's point of service to the residence. Propane storage tanks, if any, shall be located in a manner that will minimize their visibility from the road and adjoining properties.

A paved or concrete driveway shall be extended from the roadway to the dwelling. Culverts, if necessary, shall be a minimum of twenty (20) feet in length and fifteen (15) inches in diameter.

No outside toilet, cesspool or privy shall be erected or maintained on any lot (other than temporary portable facilities during construction). Septic tank installation and sanitary plumbing shall conform to any and all requirements of the Texas State Department of Health and the Athens Municipal Water Authority.

Mailboxes for use in the subdivision shall be enclosed in a decorative housing designed and constructed to be harmonious in appearance with the dwelling.

Fencing is prohibited on Lots 2A-14 of the subdivision, with the exception of decorative enclosures no more than four (4) feet high in the backyard of the residence. It is the spirit and intent of this section to allow fencing for safety and/or to contain pets, yet not allow any type of fencing which obstructs the view of the lake. On lots in Phase II, fencing type and placement shall be approved by the Committee so as to be harmonious with overall development of the subdivision. The Committee shall consider the design and setback of the proposed or existing residence and outbuildings, and the materials proposed for the fencing. It is the intent of this section to promote the use of wood, metal, or plastic materials for fencing within public view and, where possible, to limit wire fences to areas behind residences and out of public view.

Structures of a temporary character, such as tents, shacks, garages, barns, mobile homes, or other outbuildings shall not be used on any tract at any time as a residence, either temporarily or permanently.

All damaged buildings arising by reason of fire, storm or otherwise, shall be repaired in a reasonable time or removed from the subject tract.

5. Property Owners Association / Commonly Owned Property

The Owner-Developer and Lot Owners shall establish The Reserve at Lake Athens Property Owners' Association to be owned in equal shares by The Reserve at Lake Athens property owners, and which shall be responsible for the maintenance of the roadway and other designated, commonly owned land and improvements, including the entry gate of The Reserve at Lake Athens. Use of the common facilities within the subdivision shall be limited to the Lot Owners, their families, and guests.

The Reserve at Lake Athens Property Owners' Association's initial by-laws will provide that its board of directors will be composed of three individuals appointed to annual terms by the Owner-Developer, except that, upon the sale of nine or more lots by the Owner-Developer, a property owners meeting will be held by a majority of the property owners to elect a new slate of directors. The directors will assume the duties of the Committee described in paragraph 1 above and will carry out the business of the Association in accordance with the desires of the property owners.

It is understood and agreed that an assessment will be made upon each individual lot for the proper care and maintenance of the roads, gate, lighting, and other improvements relating to the entire subdivision, and commonly owned tracts of land in the subdivision. Such assessments will be based on an estimate of the annual cost for such maintenance, property taxes on such commonly owned property, plus incidental general and administrative costs of The Reserve at Lake Athens Property Owners' Association, to be determined by a majority vote of the shareholders of The Reserve at Lake Athens Property Owners' Association.

The initial assessment shall be two hundred fifty dollars (\$250) annually per lot and shall accrue from January 1, 2016. Notwithstanding this provision, if a lot is not considered an "eligible lot" as herein identified, no increase in any assessment to that lot shall be applicable until such time that lot becomes an eligible lot. Said assessment shall be and is hereby secured by a lien upon each individual lot to secure the payment of such dues and maintenance fees, plus any reasonable court costs and attorney's fees incurred in connection with the collection of same and shall be payable to The Reserve at Lake Athens Property Owners' Association, its successors and assigns; such assessment liens shall attach on the first day of each year commencing in the year 2016.

Such assessment liens shall be junior and subordinate only to: (1) any duly recorded mortgages or other liens which may be placed on the subject lot as security for and interim construction or permanent loan for financing a dwelling or other improvements complying with restrictions described herein, and/or any purchase money loan for the lot and such improvements; and (2) any lien for property taxes on such lot and improvements.

Voting Rights of Lot Owners. The lot owners of The Reserve at Lake Athens shall have the following voting rights:

Lot 2A through Lot 13 of Phase I- one vote per lot.

Lot 14, Phase I, and Lots 1 and 2, Phase II - these lots shall not have a vote until a residence is constructed on such lots. Each lot shall obtain the right to a vote at the time a residence is completed on that individual lot (hereinafter the lots eligible to vote are identified as "eligible lots").

Additionally, the voting right of lot owners are restricted so that no one owner of the lots in The Reserve at Lake Athens shall have the right to cast votes equaling more than 29% of the eligible lots. If an owner has the right to cast votes for more than 29% of eligible lots, the number of votes that owner may cast shall be reduced so that the number of votes that owner may cast shall be less no more than 29% of the eligible lots.

6. Amendments

After the date of this instrument is filed of record, the legal owners of the legal title to seventy (70%) of the eligible lots within the subdivision (as then shown by the records of Henderson County, Texas) may amend the restrictive covenants then existing by filing the appropriate instrument containing such amendments in the office of the County Clerk of Henderson County, Texas. Notwithstanding the requirement of the 70% of the eligible lots having the right to amend these restrictive covenants, if the number of eligible lots to achieve is 70% threshold is not a whole number, but instead is a whole number plus a fraction of a number, then the number of votes required to achieve the 70% threshold shall be reduced to the whole number (e.g. if the required number of eligible lots is 8.4, the number of eligible lots required to achieve the 70% threshold shall be reduced to 8).

7. Survival of Covenants

The covenants, conditions, and restrictions herein shall constitute covenants running with the land and shall be binding upon Owner-Developer and Lot Owner, their successors and assigns and upon all persons or entities acquiring property in the subdivision, whether by purchase, descent, devise, gift or otherwise, and each person or entity, by the acceptance of title to any lot within the subdivision, shall thereby agree and covenant to abide by and perform the covenants, conditions, and restrictions as set forth herein.

8. Enforcement of Covenants

Enforcement of these covenants and restrictions shall be by a proceeding or proceedings at law or in equity, initiated by a person or persons owning any residential lot in the subdivision or by any member of the Committee, or by the Owner-Developer, against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for the violation or both, or to obtain such other relief for such violations as then may be legally available.

Violation of or failure to comply with these covenants and restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument that may be then existing on any residential lot in the subdivision.

Invalidation of any one of the covenants and restrictions, or any portion thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event that any portion of these covenants and restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by a governmental agency which may have jurisdiction over the subdivision, then such governmental requirement shall control.

Any deed or legal instrument (except deeds of trust, mortgages, or other similar security agreements) purporting to convey, transfer, or assign interest in any lot within the subdivision shall contain appropriate language to expressly subject the land within such conveyance, transfer or assignment to all covenants and restrictions set forth herein.

EXECUTED this the 1st day of April, 2022.

Owner-Developer, Lake Athens Capital, LLC

By:


Michael A. Neill, President

ATTEST:


Steve E. Moore, Secretary

Executed on the date of acknowledgement below:

OWNERS OF LOTS 2A AND 3, PHASE I:

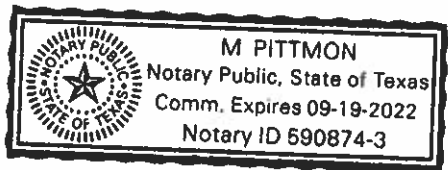

JONATHAN BRIDGES

DEBORAH A. BRIDGES

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on the 4th day of April, 2022, by Jonathan Bridges.




Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2022, by Deborah A. Bridges.

Notary Public, State of Texas

Executed on the date of acknowledgement below:

OWNERS OF LOTS 2A AND 3, PHASE I:

JONATHAN BRIDGES

Deborah A. Bridges

DEBORAH A. BRIDGES

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2022, by Jonathan Bridges.

Notary Public, State of Texas

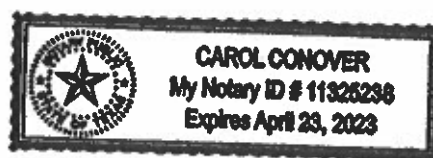
STATE OF TEXAS

COUNTY OF Smith

This instrument was acknowledged before me on the 5th day of April, 2022, by Deborah A. Bridges.

Carol Conover


Notary Public, State of Texas



Executed on the date of acknowledgement below:

OWNERS OF LOT 4, PHASE I:


STEVE THOMAS


INEZ THOMAS

STATE OF TEXAS

COUNTY OF Henderson

This instrument was acknowledged before me on the 6 day of April, 2022, by Steve Thomas.




Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF Henderson

This instrument was acknowledged before me on the 6 day of April, 2022, by Inez Thomas.



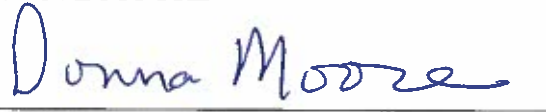

Notary Public, State of Texas

Executed on the date of acknowledgement below:

OWNERS OF LOT 5, PHASE I:



STEVE MOORE



DONNA MOORE

STATE OF TEXAS

COUNTY OF Henderson

This instrument was acknowledged before me on the 4th day of April, 2022, by Steve Moore.



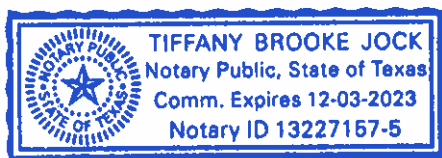


Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF Henderson

This instrument was acknowledged before me on the 4th day of April, 2022, by Donna Moore.





Notary Public, State of Texas

Executed on the date of acknowledgement below:

OWNER OF LOT 6, PHASE I:

ATHENS J&M, LLC

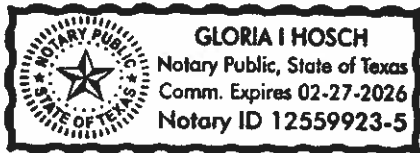
By:


Robert Gross, Manager

STATE OF TEXAS

COUNTY OF Henderson

This instrument was acknowledged before me on the 5th day of April, 2022, by Robert Gross, manager of Athens J&M, LLC, on behalf of said company, and in the capacity herein stated.




Notary Public, State of Texas

Executed on the date of acknowledgement below:

OWNERS OF LOT 7, PHASE I:

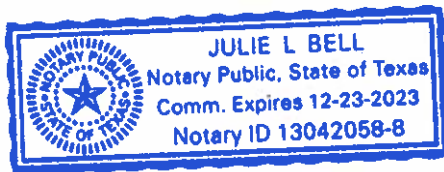
Aaron F. Smith
AARON F. SMITH

C. Renee Smith
CHRISTINA R. SMITH

STATE OF TEXAS

COUNTY OF Henderson

This instrument was acknowledged before me on the 7th day of April, 2022, by Aaron F. Smith.

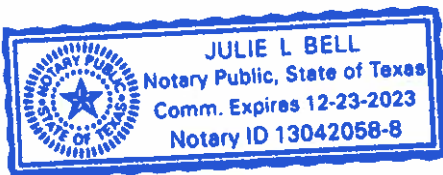


Julie L. Bell
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF Henderson

This instrument was acknowledged before me on the 7th day of April, 2022, by Christina R. Smith.



Julie L. Bell
Notary Public, State of Texas

Executed on the date of acknowledgement below:

OWNER OF LOTS 8 AND 9, PHASE I:

Frank Peterman
FRANK PETERMAN

STATE OF TEXAS

COUNTY OF Henderson

This instrument was acknowledged before me on the 1 day of April, 2022, by Frank Peterman.

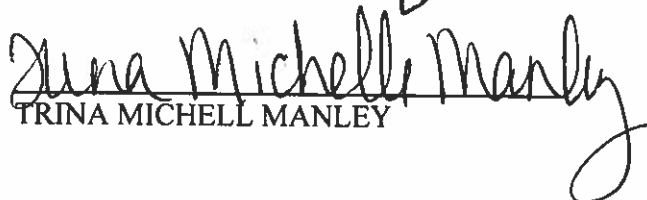


Stephanie Glover
Notary Public, State of Texas

Executed on the date of acknowledgement below:

OWNERS OF LOT 10, PHASE I:

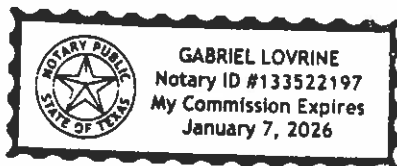

JEFFREY THOMAS MANLEY



TRINA MICHELL MANLEY

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on the 5th day of April, 2022, by Jeffrey Thomas Manley.

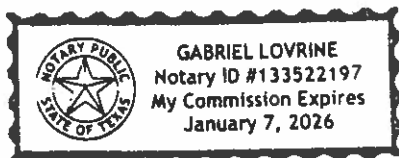


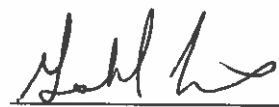

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on the 5th day of April, 2022, by Trina Michell Manley.




Notary Public, State of Texas

Executed on the date of acknowledgement below:

OWNERS OF LOTS 11, 12, 13, AND 14, PHASE I:



RYAN STREIFF

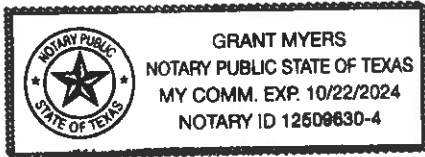


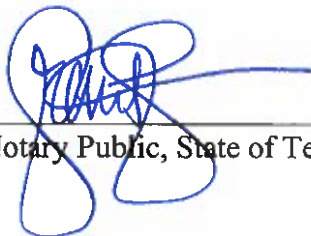
CARRIE STREIFF

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on the 12th day of April, 2022, by Ryan Streiff.



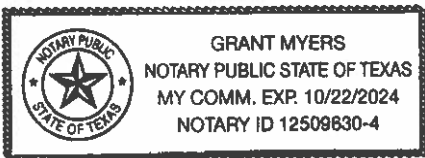



Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on the 12th day of April, 2022, by Carrie Streiff.





Notary Public, State of Texas

Executed on the date of acknowledgement below:

OWNER OF LOTS 1 AND 2, PHASE II:

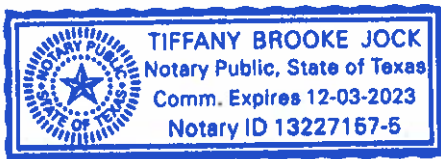
LAKE ATHENS CAPITAL, LLC

By: 
Michael A. Neill, President

STATE OF TEXAS

COUNTY OF Henderson

This instrument was acknowledged before me on the 1st day of April, 2022, by Michael A. Neill, president of Lake Athens Capital, LLC, on behalf of said company, and in the capacity herein stated.




Notary Public, State of Texas