

Section 6. "Subdivision Plat" shall mean and refer to the map(s) or plat(s) of portions of the Properties in the Real Property Records of Bexar County, Texas.

Section 7. "Improvement" or "Improvements" shall mean or refer to all structures or other Improvements to any portion of the Property, whether above or below grade, including, but not limited to, buildings, recreation area, utility installations, storage, loading and parking facilities, walkways, driveways, landscaping, signs, site lighting, grading, and any exterior additions including any changes or alterations thereto.

Section 8. "Dwelling" shall mean and refer to any building or portion of a building situated upon the Property which is designed and intended for use and occupancy as a residence by a single person, a couple, or a family.

Section 9. "Committee" shall mean the Architectural Control Committee as referred to in Article VII, Section 2 hereof.

ARTICLE II.
USE OF RESIDENTIAL PROPERTIES

Section 1. All lots in the Subdivisions (excluding **Block 1, Lot 1; Block 2, Lots 23 & 25; Block 6, Lot 1; and Block 7, Lots 1&2** in the Serene Hills subdivision) shall be used for single-family residential purposes only. No owner shall occupy or use his lot or any improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, his family, guest and tenants. No business may be operated out of a residence, whether profit or non-profit.

Section 2. During the period of time when dwellings are initially being constructed on the properties, ~~the builder may erect and maintain structures and/or place signs as are customary in connection with the construction and sale of such property and/or improvements, including, but not limited to, a business office, storage areas, construction yards, sales and/or advertising signs (applicable to the builder and the subdivision only), model units, and sales office.~~ However, no such structures shall be built, erected, located or placed on the property without the prior written authorization of the Architectural Control Committee, which shall have full right and authority (as outlined in the "ARCHITECTURAL CONTROL COMMITTEE" article of these restrictions) to control the architectural design, color, placement within the property, material and workmanship in order to see that the quality of the overall development is not jeopardized in any way. Failure to comply with the directives of the Committee concerning these matters is a breach of the covenants herein.

Section 3. No building material of any kind shall be placed or stored upon any lot until the owner thereof is ready to commence construction of improvements, and then the material shall be placed within the property lines of the lot upon which the improvements are erected and shall not be placed on the street or between the curb and property line.

Jim Lohel

ARTICLE III.

THE SERENE/SCENIC HILLS HOMEOWNERS' ASSOCIATION AND COVENANTS FOR MAINTENANCE ASSESSMENT (DUES)

Section 1. Membership and Voting. Every Owner of a Lot within the Properties shall be a member of the Association.

Section 2. Personal Obligation and Lien Rights Associated with Collection of Dues Assessments. Each lot owner dedicating their real property to the Covenants, Conditions, Restrictions and Easements contained in this Declaration, or who thereafter acquires an interest in a parcel of real property so dedicated, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to agree to pay to the Association regular maintenance assessments (hereinafter, "dues").

(a) The dues, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment of dues, 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 dues assessment became payable. The personal obligation for delinquent dues payments shall not pass to any successors or assigns in title unless assumed by them.

Section 3. Purpose of Dues. The dues levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents and/or owners of the Properties. These expenses may include, but shall not necessarily be limited to, payment of taxes and insurance, cost of trash and debris clean-up, street and lot cleaning, cost of professional or other outside services, and labor, equipment, materials, outside management and supervision necessary to carry out its authorized functions. Additionally, any other expenses which, in the Association's sole discretion, are deemed necessary to uphold the Subdivision's property values and/or are for the overall betterment of the development and its appearance, shall be the responsibility of the Association and shall be paid out of the dues assessments. Such expenses shall include, but not necessarily be limited to costs of security and general maintenance.

(a) These charges and the extent of the Association responsibilities may be modified if the Properties are annexed in whole or in part into the city limits of San Antonio, Texas. All dues will be assessed uniformly and no exemptions will be granted except as may be noted herein.

Section 4. Initial Dues Assessment. Until adjusted pursuant to the terms as noted in this document, the maximum annual dues assessments shall be as follows:

\$ 25.00 per individual lot.

(a) From and after January 1 of the year 2000, the maximum annual dues assessment may be increased each year by not more than 15% above the maximum assessment for the previous year without a vote of membership. The Board of Directors of the Association may fix the annual dues assessment at an amount not in excess of the maximum.

(b) From and after January 1 of the year 2000, the maximum dues assessment may be increased above 15% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 above shall be sent to all members not less than 30 days nor more than 60 days in advance of any meeting. At the first such meeting called, the presence of members or proxies entitled to cast (thirty) percent (30%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called by the same notice requirement, 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 shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Any and all dues of the Association must be fixed at a uniform rate for all lots.

Section 7. Date of Commencement of The Dues Assessments. The annual dues assessments for any particular lot by the Homeowners' Association provided for herein shall commence effective October 1, 1996.

(a) For billing purposes, the dues assessment period will be the 1st day of each October. The Board of Directors of the Association shall have the authority to change the billing date and due date from time to time by appropriate resolution. Written notice of the dues assessment shall be sent to every Owner subject thereto.

(b) The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues 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.

Section 8. Effect of Nonpayment of Dues: Remedies of the Association. Any dues assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest legal rate. The Owners' Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owners' Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the dues assessments provided for herein shall be subordinate to the lien of any first mortgage, irrespective of when any such first lien mortgage shall attach to a Lot, and any other lien which has been filed of record prior to the day of recording hereof. The lien of the dues assessments provided for herein shall have priority over any other type of lien which attaches to any Property or Lot after the recording date hereof. The sale or transfer of any lot shall not affect the dues assessment lien. However, the sale or transfer of the Lot pursuant to a mortgage foreclosure shall extinguish the lien of such dues 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 dues assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All portions of the Properties, if any, which are dedicated to public authorities shall be exempt from Assessment.

Section 11. Option to Cure. The Association has the option, but not the obligation to perform any action required of any owner by these restrictions. In the event the Association elects to do so, all sums incurred by the Association in performing the required action shall be charged against the Owner and if not paid within thirty (30) days after it is due said sums shall bear interest at the highest legal rate and shall be secured by a lien (the same as if said sums were due and/or assessed) on all Lots(s) owned by said Owner. The Association may bring an action at law against the Owner of the lot subject to the dues assessment for payment thereof and/or bring an action to foreclose the lien which secures the dues assessment.

ARTICLE IV.

TRASH REMOVAL

Section 1. ~~All Lots upon which~~ any improvement is under construction must be cleaned of unnecessary debris/trash or waste material and placed in an orderly condition. Each lot owner/builder is responsible for such lot maintenance regardless of how the material arrived on the lot. The Builder will be fined not less than \$100 and the cost of trash removal per lot each time the lot is not cleaned and therefore requires action by the Association. After one written notice of a violation is given to the Builder/Owner, the Association may proceed to enforce this requirement, which will include the authority to take action to have the lot cleaned or mowed and levy said fine. Charges for such services and fines shall be a charge on the land and shall be a continuing lien upon the property against which each such charge or fine is made. Each such charge or fine shall also be the personal obligation of the person who was the owner of such property at the time when the charge or fine was made.

Section 2. Builders are required to provide restroom facilities for workers, as well as provide dumpsters and/or other suitable trash containment areas at all time during construction. Unless provided by City or Government services, the Association may provide trash removal service for detached single-family residences only if the assessments for each Owner shall take into account the trash removal service provided to such Owners. All Owners of portions of

property other than Owners of detached single-family houses shall be responsible for providing trash and garbage removal service for their own land. However, the cleaning and mowing of lots and acreage owned by the Association will be at the expense of the Association.

ARTICLE V.

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Development Objectives. The aesthetic and ecological quality of the Properties require that all improvements be compatible with other Improvements and be in harmony with the natural surroundings. To this end, a combined Architectural Control Committee (sometimes hereinafter called "the Committee") is hereby created to replace and supplant the Architectural Control Committees which had previously been created in the original sets of Restrictive Covenants which were applicable to the SERENE HILLS and SCENIC HILLS subdivisions. The Architectural Control Committee has the responsibility to carry out the goals and functions that have been adopted, and are described below, and which may be amended from time to time.

Section 2. Architectural Control Committee. The Architectural Control Committee shall be composed of five (5) members selected and appointed by the Board of Directors of the Association. The Board of Directors shall have the exclusive right and power at any time, and from time to time, to create and fill vacancies on the Architectural Control Committee.

Section 3. Goal of Architectural Control Committee. The goal of the Committee is to encourage the construction of improvements of good architectural design, quality and proper size compatible with other structures constructed in the Properties. Improvements should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials as will, in the judgment of the Committee, create an attractive and harmonious blend with existing Dwellings and the natural surroundings. The Committee may disapprove the construction or design of an improvement on purely aesthetic grounds where, in its judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners, or to preserve the serenity and natural beauty of any surroundings. Prior judgments regarding such matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if such Committee feels that the repetition of such matters will have an adverse effect on the properties.

Section 4. Function of the Architectural Control Committee. The Committee shall function as the representative of the Owners for the purposes herein set forth as well as for all purposes consistent with the creation and preservation of a first class development. No Improvement, as that term is defined in Article I of this Declaration, shall be erected, constructed, placed, altered (either by addition or deletion), maintained or permitted to remain on any portion of The Properties until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by such Committee. The Architectural Control Committee shall have the power to employ professional consultants to assist

it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

Section 5. Procedures of the Architectural Control Committee. The Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines covering residential and non-residential Improvements.

ARTICLE VI.

SUBMITTAL AND APPROVAL PROCESS

Section 1. Plan Submittal. The Owner must submit a house plan to the Architectural Control Committee at ~~least thirty-five (35) days~~ before the intended day of initiation of construction, along with a plan submittal fee, which shall be a reasonable amount as set annually by the Architectural Control Committee. Such plans shall not be returned to the Owner, and will be kept by the Committee among its records. The plans must adequately reflect to the Committee the true design quality of the proposed work. Plans and specifications shall be submitted in complete form and shall include a plot plan, a floor plan, and all elevations of any proposed structure(s) including fences, walls, roof height, specification of materials, and masonry provisions. All measurements and dimensions, both interior and exterior, must be shown at a scale of no less than 1/4" = 1'.

Section 2. Basis of Approval. Approval of preliminary design plans and final plans and specifications shall be based upon the following:

- (a) The architectural and structural integrity of the design.
- (b) Harmony and conformity of the design with the surroundings both natural and built.
- (c) Adequacy of the design to conditions of the site.
- (d) Relation of finished grades and elevations to neighboring sites.
- (e) Conformity to specific and general intent of the Protective Covenants covering. The particular platted unit of which the Lot in question forms a part.

Section 3. Variances. Upon submission of a written request for same, the Architectural Control Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install Improvements which are in variance from the covenants, restrictions, or architectural standards which are provided in this Declaration or the applicable Protective Covenants or these which may be promulgated in the future. In any case, however, such variances must, in the Committee's sole discretion, blend effectively with the general architectural

style and design of the community and must not detrimentally affect the integrity of The Properties nor harmony with the natural surroundings. No member of the Committee shall be liable to any Owner for claims, causes of action or damages arising out of the grant of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants, Restrictions and architectural standards provided hereunder, against any other Owner.

Section 4. Issuance of a Building Permit. Upon approval of final submittals, a building permit will be issued and construction may begin. All such permits must be prominently displayed at the job site and covered with clear plastic to prevent weathering. The issuance and acceptance of the building permit assures that:

- (a) Construction of an approved building will be completed within nine months from start of construction.
- (b) Construction will be in accordance with approved plans.
- (c) Any exterior changes after final approval of plans by the Architectural Control Committee must be approved in writing by the Committee prior to Construction of those changes.
- (d) Regular inspections may be made by a representative of the Committee.

Section 5. Failure of the Committee to Act. The Committee shall attempt to process all applications received as quickly as possible. If the Architectural Control Committee fails to approve or to disapprove either the preliminary design plans or the final plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such Committee has approved such preliminary design plan or such final plans and specifications. If preliminary design plans or final plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

Section 6. Limitation of Liability. Neither the Association, the Architectural Control Committee, nor any of the members of such Committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

ARTICLE VII.

SIZE OF DWELLING

The minimum total floor area of Dwellings, exclusive of open porches, breezeways, carports, garages and other outbuildings, shall be a minimum of 1,850 square feet.

ARTICLE VIII.

OUTBUILDING REQUIREMENTS

Every outbuilding, inclusive of such structures as a storage building, garage, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such buildings shall be subject to approval of the Architectural Control Committee. ~~In no instance shall an outbuilding exceed one (1) story in height or have total floor area in excess of ten percent (10%) of the floor area of the main dwelling unless the outbuilding is a garage, in which event, the garage shall not exceed eight hundred (800) square feet unless approved by the Architectural Control Committee.~~ All detached garages shall be permitted to be built within fifteen (15) feet of the rear yard boundary or the easements, whichever is greater.

ARTICLE IX.

BUILDING MATERIALS

Unless otherwise approved by the committee, at least fifty percent (50%) of the exterior wall area of all residences below eight (8) feet and above the foundation excluding detached garages (but not excluding attached garages), gables, windows, and door openings must be of masonry, stucco, or brick veneer. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Architectural Committee. Every garage and accessory building (except a greenhouse) shall correspond in style and architectural and exterior building materials with the dwelling to which it is appurtenant. No structure of any kind or character which incorporates frame construction on the exterior shall be erected on any Lot unless such structure receives at least two coats of paint at the time of construction or the exterior is of redwood or cedar material. Notwithstanding the foregoing, the Architectural Committee is empowered to waive this restriction, if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design or material, and the resulting structure will not detract from the general appearance of the neighborhood.

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ARTICLE X.

FENCES

Section 1. **Fences.** Fencing along a street within the Subdivisions and back to the building setback lines shall be of the following composition:

- (1) all masonry (which shall include brick and mortared stone); or
- (2) all wrought iron; or
- (3) any combination of wrought iron and masonry; or
- (4) any of the following woods:
 - a. cedar
 - b. redwood
 - c. cypress
 - d. ash
 - e. treated (i.e., Wolmanized) lumber; or
- (5) a combination of masonry and the above-listed woods

(A) All fences must be approved by the Architectural Control Committee prior to construction, and must be constructed of quality materials and good workmanship. Any variance from the fencing specifications set forth above must be specifically approved by the Architectural Control Committee, in writing.

(B) Side fences on corner lots shall not be constructed within the building setback line established from any side street.

(C) Hedges may not be installed or maintained forward of the front wall line of the main structure except as part of the landscape plan in conjunction with decorative walls or fences which are part of the architectural design of the main structure.

(D) Chain link fencing shall not be used, except that from the front building set back line to the rear of the lot and along the rear of the lot, chain link or ranch type fencing may be used, but only when approved in writing by the Architectural Control Committee.

(E) Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive the aforesaid composition requirements for fences and the aforesaid height or set-back limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept design or material and the resulting fence, decorative wall and/or retaining wall (whichever is applicable) will not detract from the general appearance of the neighborhood.

(F) No fence, wall, or hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner lot.


ARTICLE XI.

DRIVEWAYS

Concrete flatwork adjacent to all streets shall be broom finished. Driveways shall be composed of a permanent material which is approved by the Architectural Control Committee.


ARTICLE XII.

TEMPORARY STRUCTURES

 No structure of a temporary character, such as a trailer, mobile home, manufactured home, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No dwelling previously constructed elsewhere may be moved on any lot in the Subdivision, unless approved by the Committee. This covenant specifically excludes the use of a mobile home or manufactured home in which the axle and wheels have been removed and placed upon a concrete slab or left attached, which said mobile home or manufactured home is hereby specifically prohibited as a residence, either temporarily or permanently.

ARTICLE XIII.

SIGNS

 As a general rule, no signs of any kind shall be displayed to the public view on any single-family residential lot except one professional sign of not more than one (1) square foot or one sign of not more than nine (9) square feet advertising the property for sale or rent. The Association, or its agent, shall have the right to remove any sign not complying with the provision of this section, and in so doing shall not be liable for any tort arising from such removal.

ARTICLE XIV.

MAINTENANCE

Lawns must be properly maintained, fences must be repaired and maintained, and no objectionable or unsightly usage of lots will be permitted which is visible to the public view. Building materials shall not be stored on any lot except when being employed in construction upon such lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such lot.

ARTICLE XV.

EASEMENTS

Section 1. Existing Easements. The Subdivisions' Plats dedicate for use as such, subject to the limitations set forth therein, certain easements shown thereon, and such Subdivision Plats further establish dedications, limitations, reservations, and restrictions, applicable to the Properties. Further, the original Declarants and their predecessors in title have heretofore granted, created and dedicated by several recorded instruments, certain other easements and related rights affecting the Properties. All dedications, limitations, restrictions, and reservations shown on the Subdivision Plats and all grants and dedications of easements and related rights heretofore made by the original Declarants their predecessors in title affecting the Properties are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed conveying any part of the Properties.

Section 2. Installation and Maintenance. There is hereby created an easement upon, across, over and under each Lot dedicated hereto for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, sewer, telephones, electricity, gas, cable television and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across and under the Properties within the utility easements from time to time existing and from service lines within such easements to the point of service on or in any structure situated upon the Properties. Any utility companies furnishing service to the Properties shall have the right to remove (if absolutely necessary) any trees situated within the utility easements shown on the Subdivision Plat, and to trim overhanging trees and shrubs located on portions of the Properties abutting such easements if reasonably necessary for the servicing thereof.

Section 3. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, and other service vehicles to enter upon the Lots dedicated hereto in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and management personnel to enter the Lots dedicated hereto to render any service.

ARTICLE XVI.

VEHICLES

No trailer, tent, boat or recreational vehicle shall be kept, parked, stored, or maintained on any unsurfaced portion of the front yard in front of the building line of the permanent structure. No stripped-down, wrecked, junked or inoperable trailers, boats, recreational vehicles

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or motor vehicles shall be kept, parked, stored, or maintained on any lot. No dismantling or assembling of motor vehicles, boats, trailers, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. No tractor, tractor-trailer combination, or commercial vehicle bearing commercial insignia or names shall be parked on a lot or street in front of a lot, or be visible from the street, except for the purpose of serving such lot.

ARTICLE XVII.

NUISANCES

Section 1. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This includes builders and construction workers working before or after daylight hours. (NB)

Section 2. No owner shall do any act or any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, or do any act or allow any condition to exist which will adversely effect the other residences or their owners.

Section 3. No exterior lighting of any sort shall be installed or maintained on a lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has approval of the Architectural Control Committee).

Section 4. No exterior speakers, horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms and alarm systems used exclusively to protect the lot and improvements situated thereon) shall be placed or used upon any lot.

ARTICLE XVIII.

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, whether arranged for alley pickup or street pickup. No trash, ashes or other refuse may be thrown or dumped on any vacant lot, park or drainage area in said Subdivision. All sanitary containers must be screened from the view of adjacent lots and streets.

ARTICLE XIX.

PETS

Section 1. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except for cats, dogs or other generally recognized household pets of a reasonable number, provided that they are not kept, bred or maintained for any commercial purposes. Horses

shall be permitted, provided that they are kept on a minimum of two (2) acres.

Section 2. All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Association. It shall be the responsibility of the owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents.

Section 3. As it is recognized that changes in technology and popular culture may provide various species of animals which may serve as pets, the Architectural Control Committee is hereby granted the authority to make determinations as to the propriety of the maintenance of any particular type or species of animal in the event there is a question as to whether an animal should be prohibited from being kept as a pet within the subdivisions(s), and to grant variances hereto.


ARTICLE XX.

OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. Decorative uses of these items shall be permitted upon receipt of written approval by the Architectural Control Committee.

ARTICLE XXI.

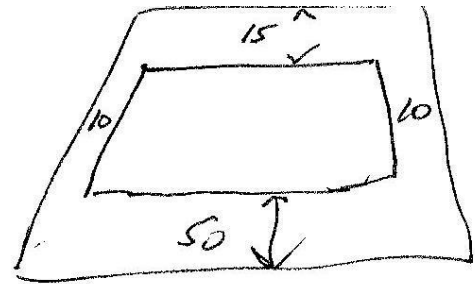
ROOFS

 Section 1. The surface of all roofs of principal and secondary structures shall be of materials with a manufacturer's lifetime warranty of at least twenty (20) years, and shall be either fiberglass shingles, slate, tile, factory fire-treated wood, or metal as approved by the Architectural Control Committee.

Section 2. The Architectural Control Committee shall have the authority to approve other roof treatments and materials when, in its determination, such treatments and materials in the form utilized will not be a detriment to the quality of the neighborhood. Simplicity in the overall building design is desirable to provide visual continuity throughout the neighborhood. Creativity is encouraged; however, a distracting roof design is not permissible.

ARTICLE XXII.

SETBACK LINES



NB

Section 1. All buildings, habitable or not, must be constructed, placed and maintained in conformity with platted setback lines, if any, and in no event shall any such building or other structure be constructed, placed or maintained within fifty feet (50') of the front boundary of a lot, ten feet (10') of the side boundary and fifteen feet (15') of the rear boundary of a lot.

Section 2. The eaves of buildings shall not be deemed to be part of a building. Porches and steps shall be deemed to be part of a building for the purposes of these restrictions. Notwithstanding the foregoing, eaves of buildings may not project more than two (2) feet six (6) inches into any required setback area.

Section 3. Notwithstanding the provisions set forth in the preceding paragraphs, all setback line requirements herein specified or set forth on recorded plats may be waived by the Architectural Control Committee in the event the variance requested by the owner of a lot will not, in the opinion and at the sole discretion of said Committee, detract from the general appearance and/or character of the neighborhood or in any way be injurious or harmful with respect to contiguous development, and which may be required to allow for the development in deference to the size and/or shape of a lot, its topography and/or the saving of significant trees.

ARTICLE XXIII.

TERM AND AMENDMENT

NB

Section 1. The foregoing covenants are made and adopted to run with the land and ~~shall be binding upon the undersigned and all parties and persons claiming through and under them~~ until January 1, 2025, unless and until an instrument executed by a majority of the owners of the lots in the Subdivision(s) controlled by these covenants has been recorded agreeing to amend and/or terminate said covenants, in whole or in part. In the absence of any such amendment or termination of these covenants, they shall thereafter automatically be extended for successive periods of ten (10) years, until such time as the properties are no longer used primarily for single-family residential living.

Section 2. The Owners (but expressly excluding their respective mortgagees) of the legal title to a majority of the lots within the Subdivision (a majority shall be calculated by allocating one vote to each lot irrespective of the actual number of owners of each such lot) may amend the restrictions and covenants set forth herein by filing an instrument containing such amendment, along with an affidavit by the Secretary of the Association attesting to majority consent, in the office of the Deed Records maintained by the County Clerk of Bexar County, Texas.

ARTICLE XXIV.

ENFORCEMENT

The Association, its successors or assigns, or any Owner of any lot in the Subdivision, shall have the right to enforce, by proceedings at law or in equity, these restrictive covenants. Failure of the Association to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default. The reservation by the Association of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and the Association shall not be subjected to any claim, demand, or cause of action from any lot owner by virtue of not enforcing any restrictions herein contained.


ARTICLE XXV.

PARTIAL INVALIDITY

The invalidation of any one of these covenant by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.


ARTICLE XXVI.

FIREARMS, PROJECTILES, AND WEAPONS

 The discharge of any firearm, including BB guns and pellet guns, and the discharge of any fireworks within the Subdivision is strictly prohibited, and each Owner shall ensure that his guests and family members do not violate such prohibition. Additionally, the use of any bow and arrow, slingshot, or other launching or catapulting device for any purpose other than target practice (or at any object other than recognized sporting targets) is strictly prohibited.

ARTICLE XXVII.

SUBDIVISION OF LOTS

 No further subdivision of platted Lots in the Subdivision shall be permitted.

ARTICLE XXVIII.

WAIVER AND LACHES

The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on his or her Lot which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every

Owner, by accepting title to a Lot, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations. Non-compliant conditions shall be allowed to exist on a Lot only upon the Owner obtaining a written variance in accordance with the applicable provisions herein. Failure of the Association, the Committee, or of any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XXIX.

ASSESSMENTS BY AWARD OR JUDICIAL DECREE

In the event arbitration or litigation is necessary to enforce any provision contained within this Declaration, any and all awards granted by the arbitrator, or damages, penalties, fees, costs, and/or any other charges awarded in the decree shall also constitute an assessment, which shall likewise run with the land, and which shall have the same priority as the lien created in Article III herein. Failure to pay assessments imposed under this Article shall constitute an event which may give rise to the remedies provided in Article III, Section 8 herein.


ARTICLE XXX.

NOTICE BY ASSOCIATION

Whenever written notice to a member (or members) of the Association is permitted or required hereunder, such notice shall be given by mailing same to the address of such member appearing on the records of the Association, unless such member has given written notice to the Association of a different address, in which event such notice shall be sent to the member at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States Mail, properly addressed, whether received by the addressee or not.

ARTICLE XXXI.

APPLICABILITY OF PREVIOUS COVENANTS

 All persons executing this original Supplemental Declaration (or who subsequently dedicate their property hereto by an instrument referencing this Declaration), being Owners of real property within the Serene Hills and/or Scenic Hills subdivisions of Bexar County, Texas, DO HEREBY, for themselves and for their heirs and assigns, IRREVOCABLY dedicate their right, title and interest to any and all real property within said subdivisions to be bound by the Covenants, Conditions, Easements and Restrictions contained herein. Additionally, all persons so dedicating their respective properties to the Covenants, Conditions, Easements and Restrictions herein contained agree and stipulate, for themselves and for their heirs and assigns, to abandon their right and/or ability to enforce any previous set or sets of restrictive covenants applicable to properties within the SERENE HILLS or SCENIC HILLS subdivisions of Bexar County, Texas, as to any

other lot which has likewise been dedicated hereto, and instead to replace the applicability of same with the various Covenants, Conditions, Easements and Restrictions contained herein.

CB

NOTWITHSTANDING THE FOREGOING, all persons dedicating their property hereto, either by executing this original Supplemental Declaration or by executing a subsequent instrument referencing this Declaration, reserve for themselves and for their heirs, successors and assigns, the right and ability to enforce any and all previous restrictive covenants against properties, and owners of properties within the SERENE HILLS and/or SCENIC HILLS subdivisions which have not been dedicated, or not dedicated their properties hereto, as though such previous restrictive covenants were in full force and effect.

FINALLY, Owners of properties within the SERENE HILLS subdivision dedicating their respective properties hereto, DO HEREBY agree and stipulate to the continued automatic extension of applicability of all prior restrictive covenants *as to properties not dedicated hereto*, pursuant to Section 16 of the predecessor covenants. This instrument is not intended to be, nor is it to be considered an amendment to or replacement for the predecessor covenants, but is instead designed and intended to supplement same.

IN WITNESS WHEREOF, _____, the Owner of Lot _____, Block _____ in the _____ Hills subdivision, has executed this Declaration as of this the _____ day of _____, 1995.

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this _____ day of _____ 1995, by _____.

Notary Public, State of Texas

IN WITNESS WHEREOF, _____, the Owner of Lot
_____, Block _____ in the _____ Hills subdivision, has executed this
Declaration as of this the _____ day of _____, 1995.

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this _____ day of _____
1995, by _____.

Notary Public, State of Texas

IN WITNESS WHEREOF, _____, the Owner of Lot
_____, Block _____ in the _____ Hills subdivision, has executed this
Declaration as of this the _____ day of _____, 1995.

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this _____ day of _____
1995, by _____.

Notary Public, State of Texas

AFTER RECORDATION PLEASE RETURN TO:

**Drew Cavett
Serene/Scenic Hills HOA, Inc.
9807 Scenic View Drive
San Antonio, Texas 78255-3442**