

**AMENDED AND RESTATED MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SCENIC HILLS COMMUNITY**

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**AMENDED AND RESTATED MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SCENIC HILLS COMMUNITY**

STATE OF TEXAS

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KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF GUADALUPE §

This Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for the Scenic Hills Community (the “Amendment”) is made on the date herein by as certified by the duly authorized officers of the Scenic Hills Community Association, Inc. (the “Association”).

WHEREAS, The Scenic Hills Community is no longer controlled by the developer but is controlled by its Association of Members;

WHEREAS, the Members of the Association adopted the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for the Scenic Hills Community on May 24, 1990, recorded in Volume 919, Page 773, of the Official Public Records of Guadalupe County, Texas (the “Original Declaration”);

WHEREAS, the Members of the Association subsequently amended the Original Declaration on November 20, 1995, recorded in Volume 1178, Page 477, of the Official Public Records of Guadalupe County, Texas;

WHEREAS, the Members of the Association again subsequently amended the Original Declaration on August 23, 2005, recorded in Volume 2250, Page 330, of the Official Public Records of Guadalupe County, Texas;

WHEREAS, the Members of the Association again subsequently amended the Original Declaration on June 20, 2008, recorded in Volume 2646, Page 389, of the Official Public Records of Guadalupe County, Texas;

WHEREAS, at the Membership meeting held on March 26, 2009 at which a quorum was present in person and by proxy, numerous amendments were made that were approved by more than two-thirds (2/3) of the Members voting in person and by proxy;

WHEREAS, the amendments approved at the Membership meeting held on March 26, 2009 are now included within this Amendment, which in the interest of clarity, reflects all amendments to the Original Declaration, as set forth above, up to the date of this Amendment;

WHEREAS, a resolution was approved on November 19, 2013 to integrate the Reserve Study in the Covenants, Conditions and Restrictions, register this resolution with appropriate officials, and use it as an integral part of the annual budget process.

WHEREAS, at the Membership meeting held on May 26, 2015 at which a quorum was present in person and by proxy, numerous amendments were made that were approved by more than two-thirds (2/3) of the Members voting in person and by proxy;

WHEREAS, the amendments approved at the Membership meeting held on May 26, 2015 are now included within this Amendment, which in the interest of clarity, reflects all amendments to the Original Declaration, as set forth above, up to the date of this Amendment;

WHEREAS, it should be publicly known that the provisions of the Texas Property Code shall, where conflicts exist, supersede the articles contained herein; and,

WHEREAS, the amendments approved at the Membership meetings held on September 26, 2023 are now included within this Amendment, which in the interest of clarity, reflects all amendments to the Original Declaration, as set forth above, up to the date of this Amendment;

WHEREAS, the amendment approved at the Membership meeting held on November 26, 2024 are now included within this Amendment.

NOW, THEREFORE, the undersigned officers of the Scenic Hills Community Association publish and declare that the Original Declarations previously amended is hereby amended in the following respects and shall be effective immediately, shall be deemed to Run With The Land, shall be binding upon and shall constitute a burden and a benefit to the Association, its successors and assigns, and any person or entity owning or acquiring an interest in Scenic Hills Community, and their respective grantees, successors, heirs, executors, administrators, devisees or assigns.

ARTICLE I AMENDMENT AND RESTATEMENT

Section 1. Amendment Effective. This Amended and Restated Master Declaration shall become effective upon fulfillment of the following two requirements:

- (a) **Approval** – The approval of this document is obtained from at least two-thirds (2/3) of the Members voting in person, by absentee ballot or by proxy at a regular or special Members’ meeting at which a quorum is present; and
- (b) **Execution** – The execution of this document by the Association, i.e., the signing of this document by the Officers of Scenic Hills Community Association upon approval by the Members.

Following approval by the Membership, the document must be filed for recording in the Office of the County Clerk of Guadalupe, Texas.

Section 2. Effect of Amendment and Restatement. Under the provisions of Article I, Section 1, from the date on which this amendment and restatement becomes effective, this Amended and Restated Master Declaration will amend and supersede the terms and provisions of the Original Master Declaration and its prior amendments, whether or not recorded.

- (a) The hierarchy of governing documents is summarized as follows:
 - Federal Law
 - Texas State Law (Texas Property Code Chapters 202, 207 and 209)
 - County of Guadalupe Laws
 - City of Schertz Laws
 - Scenic Hills Community Association Documents
 - Master Declaration of Covenants, Conditions & Restrictions (MDCCRs) (Amended and Restated)
 - Articles of Incorporation
 - Bylaws (Amended and Restated)
 - Resolutions
 - Standard Policies & Procedures (SPPs)
 - Committee Notebooks

ARTICLE II DEFINITIONS

Section 1. “Association” shall mean and refer to Scenic Hills Community Association, Inc., a non-profit corporation, organized and existing under the laws of the State of Texas.

Section 2. “Architectural Control Committee” (also known as the ACC) is the governing authority for the review and approval of improvements within the Scenic Hills Association.

Section 3. “Articles” shall mean and refer to the Restated Articles of Incorporation of the Association, including any and all amendments and modifications.

Section 4. “Board of Directors” shall mean and refer to the Association’s Board of Directors.

Section 5. “Bylaws” shall mean and refer to the Amended and Restated Bylaws of the Association, including any and all amendments and modifications.

Section 6. “Common Area” shall mean all real property (including the improvements thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners. Included in the Common Area is Lot Twenty-nine (29), Block Seven (7), of SCENIC HILLS COMMUNITY – PHASE I, according to the plat recorded in Volume 4, Page 143-147, Map Records of Guadalupe County, Texas, together with all improvements thereon (sometimes herein referred to as the "Recreational Facilities").

Section 7. “Declaration” shall mean and refer to the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Scenic Hills Community.

Section 8. Interpretation. Unless that context otherwise requires, the use of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term “including” shall mean “including without limitation.” The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions of this document.

Section 9. “Lot” shall mean and refer to any plot of land, not designated as a Common Area, shown upon any recorded subdivision plat of the Properties, whether intended for attached or detached housing.

Section 10. “Member” shall mean and refer to those persons entitled to Membership in the Association as provided in the Declaration. Reference Article VII, Section 1.

Section 11. “Owner” shall mean and refer to the record owner or the personal representative of the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Lot and Unit which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. “Properties” shall mean and refer to that certain 57.633 acre tract of land in Guadalupe County, Texas which has been platted and subdivided into SCENIC HILLS COMMUNITY – PHASE I, according to the map or plat thereof recorded May 15, 1981 in Volume 4 pages 143-147, Map Records of Guadalupe County, Texas as vacated and replatted of record and such other land as has been or may be added thereto pursuant to the terms and provisions of this Declaration.

Section 13. “Quorum”. For all action(s) requiring Community approval, a quorum is defined as the minimum number of entitled voting Members who must be present at a properly called meeting in order to conduct business in the name of the group. Accordingly, for the purposes of Scenic Hills Community Association, the minimum needed to attain a quorum is a number greater than fifty percent (50%) of the total entitled possible votes executed in person, by absentee ballot or by proxy.

Section 14. “Unit” shall mean and refer to any building, or portion thereof in the case of a multifamily building, on the Properties which is designed and intended for use and occupancy as a single-family residence.

ARTICLE III PURPOSE

The purpose of the Association shall be:

- (a) The operation, maintenance and repair, at the direction of the Board of Directors, of the Common Areas and all improvements conveyed or leased to the Association. The Association will take such other action as the Association is authorized to take with regard to Properties pursuant to its Articles of Incorporation and Bylaws, or this Declaration.
- (b) The provision of lawn maintenance and certain shrub trimming for Lots at the discretion and direction of the Board of Directors. The Association may contract with a third party, or may itself undertake to provide for:

- (i) The mowing, edging and fertilizing of lawns and the trimming of certain shrubs as detailed in the specified contract approved by the Board of Directors.
- (ii) The Association shall be obligated, at its own expense to maintain, operate, replace or repair existing systems and irrigation and sprinkler equipment. The resident is responsible to pay for, and have installed, the original irrigation system on the Lot or any alterations to an existing system. The installation and/or changes must be approved by the Architectural Control Committee (ACC) prior to actual installation or alteration. Once the system is installed and then accepted and approved by the appropriate Association personnel, then maintenance and repair becomes the responsibility of the Association.
- (iii) The Association must have access to irrigation systems requiring repair. Access means the affected system or part(s) requiring repair must not be covered by any added structure (for example: added room/porch/decking/tree). The Member is responsible at their expense for uncovering the system affected, thus allowing repair.

In addition, any Member adding to their residence (trees, decking, patio, flower beds, etc.) requires a pre-construction evaluation to locate the current irrigation system and provide the proposed plans to augment the affected system. Applications must be submitted to the Architectural Control Committee (ACC) for approval prior to any action taken by the contractor or resident.

- (iv) Should any resident desire or believe it is necessary to hire, at their own expense, a private contractor to perform any work on the existing irrigation system, that work must have the approval of the Architectural Control Committee (ACC) prior to commencement. Contractors hired by SHCA residents are responsible for the care of all Community infrastructure (including the irrigation system and landscape) while performing contracted work. It is the responsibility of the resident to convey and assure the contractor understands this policy.

No work on the irrigation system is allowed without ACC and Irrigation Committee written approval. If any damage or alterations to the existing system occur, the resident will be responsible for any costs associated with restoring the system.

- (v) No individual (resident or contractor), other than Association personnel, are allowed access to the Irrigation System Control box. Watering schedules are established by the Irrigation Committee and approved by the Board of Directors.

- (c) The listing of the above powers and responsibilities of the Association shall not, in any way, limit the authority of the Association to expand its power, if such expansion is necessary in order to accomplish the Association's purpose subject to the limitations of this Amended and Restated Master Declaration. The Association reserves for the benefit of the Association an easement on, over, under, and across the Properties. The purpose of this easement is for entering the Property to perform Association services or business.

In addition, the owner of any Lot or Unit may provide care for the lawn, shrubs, trees and landscaping of his Lot in addition to the lawn care service and irrigation system services provided by the Association. The Owner of any Lot may, subject to the approval of the Architectural Control Committee, add additional landscaping, but the maintenance of the additional landscaping will be at the expense of the individual Lot Owner. This item will not impact the Owner's obligation to pay set assessments.

- (d) The operation, maintenance, repair and alteration of a TV cable system serving all Lots and Units shall be the responsibility of the homeowner/cable company. Any costs of installing, operating, maintaining, replacing or repairing a TV cable system is the responsibility of the homeowner/cable company serving Scenic Hills Community and shall not be the responsibility of the Association.

ARTICLE IV PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area, 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 from time to time in accordance with its Bylaws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any facilities situated upon the Common Area;
- (c) The right of the Association to suspend the use of Common Area by an Owner or resident, for a period not to exceed sixty (60) days, for infraction of its other published rules and regulations;
- (d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as provided by its Articles;
- (e) The right of the Association to grant easements as to the Common Area or any part thereof as provided by its Articles;
- (f) The right of the Association, in accordance with its Articles of Incorporation or Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property. The rights of any such mortgages in said properties shall be subordinate to the rights of the Owners hereunder; and
- (g) The right of the Association to otherwise deal with the Common Area as provided in its Articles.

Section 2. Delegation and Use. In the event an Owner shall rent his Lot or Lot and Unit, or sell it pursuant to contract for deed, the tenant or contract purchaser shall only be entitled to exercise the Owner's voting rights if such right is specifically delegated in writing by the Owner, and a copy of such instrument is filed with the Secretary of the Association. During the period of time such rights have been delegated, the Owner shall not be entitled to participate in any Community voting process. Such a delegation shall be in accordance with the Declaration and all rules and regulations of the Association and the recipient of the delegation must meet the 55 or older age requirement.

Section 3. Prohibition of Certain Activities. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof. Additionally, nothing shall be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without prior approval of the Board of Directors.

Section 4. Signs Prohibited. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Board of Directors.

Section 5. Animals. No animals, except legally licensed service animals, are permitted on or in the internal Common Area (Lodge and fenced area surrounding the pool) at any time except as may be provided in the Rules and Regulations of the Association. Animals are permitted in the external common areas but must be leashed at all times. Additionally, owners shall be responsible for proper cleanup of excrement and any other damage their pets cause.

Section 6. Rules and Regulations. No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Board of Directors.

Section 7. Use of Common Area. Unless designated by the Board of Directors for active recreational or other use, the Common Area shall be used for passive park-like purposes.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. Architectural Control. No buildings or improvements of any kind shall be erected or placed or begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved in writing by the Architectural Control Committee (ACC), or its duly authorized representative, as to compliance with these restrictions. The ACC must approve the quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation.

No exterior change or modification shall be made to any Lot or Lot and Unit, nor shall any fences, walls, structures or improvements be added to a Lot until the plans and specifications showing the nature, kind, shape, height, materials, color to be used on the exterior, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee, the Chair of which is appointed by the Board of Directors and Members appointed by the Chair. In the event the Committee fails to approve or disapprove such design and location within forty (40) days after such plans and

specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. The Architectural Control Committee may require the submission to it of such documents and items (including as examples, but without limitation, written requests for any description of the variances requested, plans, specifications, plat plans and samples of materials), as it shall deem appropriate, in connection with its consideration for a request for a variance.

No approval shall be given by the Board or its designated committee pursuant to the provisions of this Article unless it determines in its sole discretion that such approval shall: (a) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Properties; (b) protect and conserve the value and desirability of the Properties as a residential community; (c) be consistent with the provisions of this Declaration; and (d) conform to or enhance, in the sole opinion of the Board or its designated committee, the aesthetic appearance of the Properties.

Neither the Association, the Board, nor any member of the Board or its designated committee shall have any liability to anyone by reason of any acts or action taken in good faith pursuant to this Article.

Section 2. Single-Family Residential Construction. No building shall be erected, altered or permitted to remain on any Lot other than one single-family residential dwelling not to exceed two (2) stories in height, nor to have less than one thousand four hundred (1400) square feet of enclosed heated and cooled living area (excluding garage area), and which shall have an attached garage. Buildings erected prior to 2009 are grandfathered and may be smaller than 1400 square feet.

Exterior materials of construction shall be brick or stone for at least the first story, and otherwise appearance shall be of the same general type as houses already constructed in the Properties. The Architectural Control Committee may decline to approve a two-story house if in its opinion the design will be incompatible with the intent of this Article. Any request for approval declined by the Architectural Control Committee may be appealed to the Board of Directors whose ruling shall be final.

Section 3. Provisions Pertaining to Multi-Family Buildings. No two (or more) family buildings shall henceforth be constructed on any Lot or Lots within the Properties. The restriction contained in this Article prohibiting the construction of any structure other than a single-family residence shall be prospective in its effect. This Section shall not be deemed or construed to prohibit or affect the maintenance, repair, or replacement, in whole or in part, of a multi-family residential structure, the construction of which was commenced prior to the date of this Declaration.

Section 4. Revised Building Sites/Lots.

(a) **Consolidated Building Site.** Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family residence building site, with the privilege of placing or constructing improvements on such site. Setback lines shall be measured from the resulting side property lines rather than from the Lot lines shown on the recorded plat. Any proposed consolidated building site must be approved by the Architectural Control Committee. Consolidation of Lots into a single building site may affect the amount of assessments with respect to such consolidated Lots.

- (b) **Resubdivision of Lots.** Nothing contained herein shall be construed to prohibit the resubdivision of any Lot or Lots within the Properties by the Owner. The ACC must approve the resubdivision prior to construction of a residence. In addition, if applicable, the Owner must seek the approval of any resubdivision by any appropriate legal or lending institution. Any resubdivision of Lots will not cause reductions of set assessments unless specifically reviewed and sanctioned by the Board of Directors.

Lots or building sites resulting from consolidation or resubdivision of platted Lots which have not been replatted of record may be described by boundaries, metes and bounds with the Architectural Control Committee's consent, and provided that the Owners involved in the resubdivision comply with all applicable laws and regulations of the governing authorities having jurisdiction over subdivisions. This includes the requirement to be approved by the City of Schertz and then recorded with Guadalupe County.

Section 5. Easements. In addition to all easements mentioned or created in this Declaration, easements shall exist as follows:

- (a) **Utilities.** Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat. No structure of any kind shall be erected upon any of these easements without first obtaining the consent of the Architectural Control Committee. Neither the Association nor any Utility Company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the Owner located on land within or affected by said easements.
- (b) **Emergency and Service Vehicles.** An easement is hereby granted to all police, fire protection, ambulance and other emergency service vehicles to enter upon the Common Area 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 Common Area to render any service.
- (c) **Country Club Boulevard.** The Association reserves an unobstructed easement over the south ten (10) feet of all Lots abutting or adjacent to the northern boundary of the right-of-way for Country Club Boulevard (as shown on the plat), or any extension thereof, for the purpose, at the Association's option, of constructing, maintaining, repairing, and replacing a wall or fence and of installing and maintaining landscaping and irrigation systems therefore.
- (d) **Driveways.** Reciprocal easements are hereby granted to each other, by Owners of Lots sharing common drives and up to a five-foot easement is hereby granted by owners of cluster Lots, where necessary, to adjacent Lot Owners for driveway purposes.

Section 6. Garages. Garages constructed on Lots shall be used primarily for the parking of automobiles and shall not at any time be converted for any use, which would make it impracticable for use for parking for the number of automobiles it initially accommodated.

Section 7. Mineral Operation. No oil drilling, oil development operations, oil refining, fracking, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 8. Walls, Fences and Hedges. In order to maintain the highest open Community aesthetics, from and after August 23, 2005 until June 15, 2021, no wall, fence, hedge or other visible barrier was allowed to be erected or placed on any Lot in Scenic Hills Community. Any walls, fences, hedges or barriers which were erected or placed on a Lot prior to August 23, 2005, for which approval of the Architectural Control Committee was obtained, may remain, but must be kept in good condition and repair pursuant to the provisions of the Declaration. However, no such wall, fence, hedge or other barrier may be replaced, if replacement becomes necessary for any reason. The prohibition of this Section 8 does not preclude electronic “fences” or devices for pet containment which are not visible on the surface of the Lot. The Architectural Control Committee may grant waivers or variances for “the Courts” due to limited Lot size or for legally required or small, unobtrusive barriers essential for safety or privacy. References in the Declaration to construction or placement of walls, fences, hedges or other barriers with the consent of the Architectural Control Committee may not be construed or deemed as providing any Owner any legal or equitable right or privilege to erect or place a wall fence, hedge or other barrier on his or her Lot. The provisions of this Section 8 will control over any contrary provision in the Declaration.

Effective June 15, 2021 and pursuant to Texas Property Code Section 202.023, perimeter fences may be erected for security purposes only. The fence must encompass the entire property line of the Lot including the driveway over which the Member has control over as shown on the records and deeds on file with Guadalupe County and the City of Schertz.

Should Section 202.023 become no longer applicable to Scenic Hills, the fence must be removed within 30 days of the ruling at the owner’s expense.

Section 9. Visual Obstruction at the Intersection of Streets. No object, vegetation, or thing which obstructs sight lines of the surface of the streets within the triangular area formed by the curb lines of the streets involved and a line running from curb line to curb line at points twenty-five (25) feet from the junction of the street curb lines shall be placed, planted or permitted to remain on any corner Lots.

Section 10. Antennas. No antenna, or satellite dishes or similar devices of any type shall be erected, constructed, placed or permitted to remain on any Lot, house or building with the exception of those permitted by federal, state, local laws or the Federal Communication Commission. Upon completion of any antenna installation, the Architectural Control Committee shall be notified and the installation will be inspected to ensure compliance with the applicable federal, state, local laws, and FCC regulations. Installations not in compliance shall be removed or modified to bring them into compliance. A copy of this law/act shall be available for review by residents at the Scenic Hills Lodge office.

Section 11. Properties adjoining the Lower Colorado River Authority (LCRA) (Formerly referred to as Golf Course Lots). No structure or object of any type (including, without limitation, fences, temporary buildings shrubs, trees or plantings) shall be placed, planted, erected or constructed on any Lot or easement which faces, opens on or abuts any portion of the golf course, between the residence/garage structure or such Lot or easement and the golf course without the prior written consent of the Architectural Control Committee and the Owner of the Lot. In this regard, the Architectural Control Committee shall consider only fences which are consistent with Texas Property Code and Scenic Hills Standard Policies and Procedures.

Section 12. Lamp Posts. Every Lot with a Unit shall have a working lamp post near the front edge of their property unless an exception is granted by the Board of Directors.

Section 13. Propane Tanks. Propane tanks larger than 30 lb. are prohibited.

ARTICLE VI USE RESTRICTIONS

Section 1. Easements. Within the easement areas shown on the recorded plat as to any Lot, nothing shall be done which shall interfere with the purpose or use of the easements granted. The easement areas of each Lot, as shown on the plat, shall be maintained continuously by the Owner of the Lot, unless a public authority or utility company is otherwise responsible therefor. The Association reserves an unobstructed easement of the south ten feet (10') of all Lots abutting or adjacent to the north boundary of the right-of-way for Country Club Boulevard (as shown on the plat), or any extension thereof, for the purpose, at the Association's option of constructing, maintaining, repairing and replacing a wall or fence and of installing and maintaining landscaping and an irrigation system therefore.

Section 2. Commercial Activity. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot or Lot and Unit except that real estate brokers, Owners and their agents may show Lots or Units for sale or lease. No commercial business is allowed on any common ground without explicit permission of the Board of Directors.

Home businesses that are conducted strictly internally within the Unit whether electronically or by telephone are permitted providing that the business does not cause disruption of Community activities or decorum. Additionally, no advertising of such businesses or solicitation is permitted within the Scenic Hills Community boundary. Privately owned vehicles are exempt from this advertising restriction.

Section 3. Use of Accessory Structures. No tent, shack, barn, utility shed or other buildings, other than the dwelling and its required garage, shall at any time, be erected on a Lot and used temporarily or permanently as a residence, or for any other purpose, except for minimum temporary shelters used by builders or contractors in connection with construction work, and then only with prior approval by the Architectural Control Committee.

Section 4. Maintenance of Improvements. Each Lot Owner shall maintain in good condition and repair all improvements constructed upon his Lot, including, without limitation, the residential dwelling. No Owner shall change the exterior color of the dwelling on his Lot, including the roof thereof, without the written approval of the Board of Directors of the Association or the Architectural Control Committee.

Section 5. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot. Cats, dogs, and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes or become a nuisance to the neighborhood. Each household is limited to no more than two (2) pets. No person owning or in custody of an animal shall allow it to stray or go upon another's Lot or property without the consent of the Owner of such Lot or property. All animals shall be on a leash when outside of the Owner's Lot.

Section 6. Storage/Clothes Hanging. No Lot shall be used for the storage of rubbish. Outside clothes hanging devices on a Lot are not permitted.

Section 7. Signs. No sign shall be displayed on Lots with the following exceptions:

- A maximum of one "For Sale" or "For Rent" sign not exceeding 24" x 36" in size is permitted.
- Religious signs are permitted.

- Political signs are permitted and limited to one sign for each candidate or ballot item beginning 90 days before an election to which the sign relates and continuing until 10 days after the election is held. All signs must be ground-mounted and may not be displayed in a window or on the side of a home.

Political signs are prohibited that:

- (a) contain roofing material, siding, paving materials, flora, balloons, light, or similar building, landscaping, or “non-standard” decorative components.
- (b) are attached to plants, street signs, mailboxes, a light, a trailer, a vehicle, or any other existing structure or object,
- (c) include the painting of architectural surfaces,
- (d) threaten the public health or safety,
- (e) are larger than 4' x 6' in size,
- (f) violates a law,
- (g) contain language, graphics, or any display that would be offensive to the ordinary person, or
- (h) are accompanied by music or other signs or streamers or are otherwise distracting to motorists.

The Association may remove any sign(s) displayed in violation of these restrictions.

Section 8. Motor Vehicles and Parking. No vehicle shall be parked within the Property except on a paved parking surface, driveway or within a garage. No trucks or vehicles which are primarily used for commercial purposes, other than those temporarily present on business, nor any trailers, may be parked within the properties. Boats, boat trailers, campers, travel trailers, motor homes, recreational vehicles, and the like, may be present within the Properties for periods not to exceed seventy-two (72) hours within any one week. Parked vehicles shall not constitute an obstruction to other traffic. Any vehicles not in operable condition or validly licensed, shall only be permitted to be kept within the Property if such are kept inside a garage and concealed from public view.

Section 9. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No automobile or other vehicle mechanical repairs or like activity shall be conducted on any Lot other than in a garage and concealed from public view.

Section 10. Maintenance of Lots and Lawn. Each vacant Lot and Lots with a Unit (dwelling) shall be maintained in a neat condition by the Owner thereof. “Neat” shall require, at a minimum, that the lawn be properly maintained free of any trash or other debris or obstructions so that its appearance is in harmony with the neighboring lawns. The Owner or occupants of all Lots shall in no event use any Lot for storage of material and/or equipment except for normal residential requirements or incidental to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning of any such materials is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, after written notice, the Association or its assignees may enter upon said Lot, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions. The cost of such work shall be added to the assessment to which such Lot or Lot and Unit is subject.

Section 11. Maintenance of Improvements. In regard to exterior maintenance of buildings, an Owner of a Lot in the Properties must maintain the premises and the improvements situated thereon in a satisfactory manner. Should the owner not do so, the Board of Directors shall have the right, through the Association's agents and/or employees, to enter upon said Lot and to repair, maintain, and restore the Lot and/or the exterior of the buildings and any other improvements erected thereon. A two-thirds (2/3) vote of the Board of Directors is required prior to taking such action. The cost shall be added to the assessment to which such Lot or Lot and Unit is subject.

Section 12. Failure to Maintain. If the Owner of a Lot shall fail to maintain his Lot as required by Sections 4, 9, 8, 10, or 11 of this Article, the Association, after giving such Owner at least ten (10) days written notice, shall be authorized to undertake such maintenance at the Owner's expense. Entry upon an Owner's Lot for this purpose shall not constitute a trespass. If such maintenance is undertaken by the Association, the charge therefore shall be added to the assessment to which such Lot or Lot and Unit is subject or secured by a lien on the Lot.

Section 13. Garage Doors. Garage doors shall be kept closed at night and during the day as much as possible.

Section 14. Occupancy Limitations. No Unit shall be permanently occupied at any time by more than four (4) individuals.

Section 15. Age Restriction. Each Unit must have at least one (1) permanent occupant who is of the age of fifty-five (55) years or older and all permanent occupants must be at least eighteen (18) years of age. A "permanent occupant" means a person who occupies a Unit for more than eight (8) weeks in any calendar year. The Board of Directors shall have the right to allow exceptions to the rules and regulations covering visitation and temporary residence of persons under the age of eighteen (18) years in extenuating circumstances. The Board of Directors shall have the discretion to relax the age restrictions of this Declaration in the event of the death of an owner 55 years or older survived by a younger spouse.

Section 16. Use. Each Unit shall be used for a single family. No room(s) in the dwelling and no space in any other structure shall be let or rented. This shall not preclude the main residential structure from being leased or rented in its entirety as a single residence to one family or person. If leased or rented, a unit

Section 17. Leasing/Renting of Units. Homeowners may lease or rent a single unit within the community. The initial lease/rental agreement must be for a minimum period of 180 days. Any extensions to the lease/rental agreement must be for a minimum period of 90 days. At least one permanent resident living in the home must be 55 years or older and no one under the age of 18 may reside in the home. There may be no more than 4 people living in the home. The Owner must provide the lessee with copies of the Master Declaration of Covenants, Conditions and Restrictions (MDCCRs), the Bylaws, the Standard Policies and Procedures (SPPs), and all other rules, and regulations of the Association as a condition of entering into the lease. All use of amenities transfers to the leasee/renter; that is, the homeowner is no longer authorized to use community amenities. The Owner of a leased/rented unit remains liable to the Association for all assessments, duties, and communications relating to the rental house and its occupants.

Section 18. Residential Buildings. Only a single-family residential building shall be permitted on a Lot or combination of Lots, with the exception of existing duplexes.

ARTICLE VII MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot or Lot and Unit shall be a Member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, Standard Policies & Procedures, and this Declaration.

The foregoing does not include persons or entities who hold a leasehold interest or interest merely as security for the performance of an obligation. Ownership or being the representative for a trust, as defined above, shall be the sole qualifications for Membership. When any Lot or Lot and Unit is owned of record by two or more persons or other legal entity, all such persons or entities shall be Members. Membership shall be appurtenant to and may not be separated from Ownership of any Lot or Lot and Unit, and it shall be automatically transferred by conveyance or other transfer of the Lot or Lot and Unit.

Section 2. Voting Rights. At any voting of the Members of the Association, the Owner or Owners of a Lot shall cast collectively one ballot. The Owner or Owners of a Lot and Unit shall cast collectively two ballots. The second ballot may or may not reflect the same choice(s) as the first ballot. In no case shall the number of ballots cast exceed the number of Lots and Units, nor shall any split of a single ballot be allowed. Voting procedure shall be as determined by the Bylaws.

Section 3. Delivery of Governing Documents. The seller of any property within Scenic Hills Community must provide the buyer with the Association's governing documents, including the Master Declaration of Covenants, Conditions, and Restrictions (MDCCRs), Bylaws, Standard Policies and Procedures (SPPs), and the most recent financial statements, within five (5) business days of executing a purchase agreement. The Association reserves the right to withhold its approval of the property transfer until compliance is confirmed.

Section 4. Buyer Acknowledgment Requirement. Prior to the completion of any property transfer, the buyer must sign an acknowledgment form confirming receipt and understanding of the governing documents. This acknowledgment must be submitted to the Association before the property transfer is finalized.

Section 5. Certificate of Compliance. A Certificate of Compliance issued by the Association shall be required for all property transfers. The certificate confirms that all requirements, including delivery and acknowledgment of governing documents, as well as payment of outstanding obligations, have been fulfilled.

ARTICLE VIII RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas associated with the Properties and shall keep the same in good, clean and proper condition, order and repair. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operations, administration and management of the Common Area, and performance of its other obligations.

Section 2. Management. The Association may obtain, employ and pay for the services of any entity or person to assist in managing its affairs and carrying out its responsibilities to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether or not such personnel are furnished or employed directly by the Association. Any management agreement/contract with an entity other than an individual person must be terminable for cause immediately or otherwise upon thirty (30) days notice, be for a term not to exceed three (3) years, and be renewable only upon mutual consent of the parties.

Section 3. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or Bylaws.

Section 4. Insurance. The Association at all times shall procure and maintain adequate policies of Public Liability and other Insurance as to the Common Area as it deems advisable or necessary.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or Bylaws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

Section 6. Reserve Study. The Board shall cause a review of the Reserve Study adopted by the Board of Directors on November 19, 2013, not more than every three years and subsequently filed with the County of Guadalupe Real Estate Records. The Reserve Study must take into account the number and nature of replaceable capital assets, the expected life of each asset, and the expected repair or replacement asset. No Member of the Association, or any person that has a personal interest or ownership in the Association, may be contracted for this update. The triennial review will be conducted by a qualified Reserve Specialist.

- (a) The adopted study cannot be discarded or materially modified below 75% of the projected repair and replacement costs without a majority of the Members voting in person or by proxy or absentee ballot and a regular Special Meeting with notice given in accordance with the Texas Property Code. A quorum as defined in Article IX, Section 6 of the Covenants must be attained.
- (b) The Board shall adopt resolutions regarding the expenditure of Reserve funds, including policies designating the nature of assets for which Reserve funds may be expended. The Board will also approve allocations to the Reserve fund as part of an annual budget process and assure the Reserve fund remain at least 75% funded each year. The 75% funding is further defined as 75% funded as of the end of any budget year.
- (c) Should an emergency reserve expenditure occur that causes the Reserve fund to fall below 75%, the Board of Directors, by majority vote only, may approve an exception. A plan must be placed in effect which will return the Reserve fund to 75% within two (2) years.
- (d) Additional funding for any capital improvement(s) must be approved by greater than 50% of the Membership, provided a quorum is attained as defined in Article II, Section 13 and Article IX, Section 6 of the Covenants, and shall become an integral part of this Reserve study without further recourse.

**ARTICLE IX
COVENANT FOR MAINTENANCE EXPENSES**

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot or Lot and Unit within the Scenic Hills Community, covenants and agrees to pay to the Association:

- (a) Annual assessments or charges for Common Area maintenance which include lawn care and irrigation system maintenance. The annual assessment is typically paid in monthly installments and is sometimes called the monthly assessment.
- (b) Special assessments or charges against a particular Lot or Lot and Unit that may be provided under the terms of this Declaration.

Such assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which the assessment is made. Each such assessment or charge, 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 an Owner's successors in title unless expressly assumed by them.

Section 2. Assessments. The annual assessment levied by the Association shall be used for the following:

- (1) General maintenance of all common areas and equipment
- (2) Landscape services as defined in existing contract
- (3) Maintenance and upkeep of the irrigation system
- (4) Utility costs
- (5) Water cost for the irrigation system
- (6) Staff salaries
- (7) Maintenance of Association books and records
- (8) All other obligations and responsibilities required to ensure proper management of the Association
- (9) Monthly/annual allocation for the Reserve (long term repairs and replacements) program and the annual review hereof
- (10) Front gate
- (11) Security
- (12) All other items deemed necessary and approved by the Board of Directors.

Section 3. Annual Assessments. The maximum annual assessment for the maintenance and operations of the Association may be established each year by the Board of Directors without a vote of the Membership at an amount not to exceed an increase of five percent (5%) of the assessments.

If the rate of increase exceeds five percent (5%), a Special Meeting of Members is required to vote on the increase. Any increase higher than five percent (5%) requires approval by two-thirds (2/3) of the votes of the Members voting in person, by absentee ballot, or by proxy at a meeting called for this purpose.

Section 4. Maximum Annual Assessment. The maximum annual assessment for Lots with Units shall be based on the area, measured in square feet, of each Lot as follows:

Lot Size (Square feet)	Category
Vacant Lot (i.e., with no Unit)	A
6000 or Less	B
6001 – 7500	C
7501 – 9000	D
9001 – 12,000	E
12,001 – 15,000	F
15,001 – 18,000	G
18,000 – 21,000	H
21,001 – 24,000	I
Greater than 24,000	J

Section 5. Special Assessments. 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 defraying the cost of construction, reconstruction, repair or replacement of any element of the Common Area, including fixtures and personal property related thereto, or to provide funds for an unforeseen lawn care expense or any other expenses, provided that any such assessment shall have the approval of two-thirds (2/3) of the votes of the Members who are voting in person, by absentee ballot or proxy ballots at a meeting duly called for this purpose.

Any Special Assessment must be voted on as an independent item separate and distinct from any other item and must specify for what it is to be used. Once approved, no other use will be allowed without the approval of a majority of eligible voters at an open meeting.

Section 6. Notice of Meeting and Quorum for Any Action Authorized Under Sections 3, 4 and 5 of This Article. Written notice of any meeting of Members called for the purpose of taking any action authorized under Sections 3, 4 and 5 of this Article shall be sent to all Members no later than the 10th day or earlier than the 60th day before the date of the election or vote. If the number of eligible votes of the Members present, absentee ballots and proxy ballots exceeds fifty percent (50%) of all the votes eligible to be cast by the Membership, it shall constitute a quorum.

If the required quorum is not present, another meeting may be called subject to the same notice requirement. The required quorum at the subsequent meeting shall be the presence of Members, absentee ballots, and proxy ballots together entitled to cast one-third (1/3) of all votes eligible to be cast by the Membership. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Exemption from Assessments. The assessments, charges and liens provided for or created by this Article IX shall not apply to the Common Area, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any governmental body or agency, and any property owned by a mandatory non-profit homeowners association.

Section 8. Due Dates for Annual Assessments. The Board of Directors shall fix the amount of the annual assessment against each Lot or Lot and Unit in advance of each assessment period, which shall be on a calendar year basis. Written notice of the annual assessment shall be sent to every Owner subject to the assessment. Unless otherwise established by the Board of Directors, annual assessments shall be collected in equal monthly installments, with payments due on the first day of each month. The sum of the monthly installments becomes the final annual assessment amount.

If not paid by the 20th day of the month, the payment will be considered in arrears and subject to late charges. The due date for special assessments shall be as established by the Board of Directors. The Association shall 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 or Lot and Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot or Lot and Unit shall be binding upon the Association as of the date of its issuance. In the event that additional property is added to the Association, the Board of Directors shall set appropriate assessments to apply to such added property for the remainder of the year of the date of addition. Thereafter, such additional land shall be assessed as provided in this Declaration.

Section 9. Lien for Assessments. All sums assessed to any Lot or Lot and Unit pursuant to this Declaration, together with interest and all costs and expenses of collection including reasonable attorney's fees, shall be secured by a continuing lien on such Lot or Lot and Unit in favor of the Association.

Section 10. 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 a rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lot and Unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, provision of his own exterior lawn maintenance, or abandonment of his Lot or Lot and Unit. In the event the Association chooses to bring an action at law for collection, rather than foreclose its lien, such action may be brought in the small claims division of County Court, or such other court as may have jurisdiction. In addition to the amount of all delinquent assessments and interest due thereon, the Owner shall also be obligated in such action for all costs and expenses of collection, including reasonable attorney's fees incurred by the Association.

Section 11. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Texas. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessment against the Lot or Lot and Unit which shall become due during the period of foreclosure, and the same shall be secured by the Lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot or Lot and Unit foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

Section 12. Homestead. By acceptance of a deed, the Owner(s) of each Lot or Lot and Unit shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Texas Law, if any such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

Section 13. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by a bank, savings and loan association, Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), insurance company, mortgage company or other institutional lender, or which is guaranteed or insured by the Federal Housing Administration (FHA) or Veterans Administration (VA). The sale or transfer of any Lot or Lot and Unit pursuant to foreclosure of such a first mortgage or any proceeding or deed 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 or Lot and Unit from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any such first mortgagee of a Lot or Lot and Unit any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such first mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot or Lot and Unit; provided, however, that such first mortgagee first shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Lot or Lot and Unit encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such first mortgagee holding a lien on a Lot or Lot and Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Article.

ARTICLE X ADDITIONS TO THE PROPERTIES

Section 1. Additional Land. Additional Land may be brought within the jurisdiction and control of the Association in the manner specified in Section 2 of this Article and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof. However, under no circumstances shall the Association be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, no other real property owned by another person or entity whomsoever, other than the Properties, shall in any way be affected by or become subject to the Declaration. All additional land, which pursuant to this Article is brought within the jurisdiction and control of the Association and made subject to the Declaration, shall thereupon and thereafter be included within the term "Properties" as used in this Declaration.

Section 2. Procedure for Making Additions to the Properties. Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, one of the following procedures:

- (a) **Acceptance of Additional Land by the Association.** The Association shall have the right from time to time, in its discretion and upon consent and approval of such acceptance of additional land by Members holding a majority of all of votes entitled to be cast, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration any or all of the additional land described in the Notice to the Members proposing such acceptance of additional land; or

- (b) **Mergers.** Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real, personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Properties. No such merger or consolidation shall be effective unless approved by a two-thirds (2/3) vote of the Membership of the Association.

Section 3. General Provisions Regarding Additions to the Properties. Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, one of the following procedures:

- (a) **Acceptance of Additional Land by the Association.** The additions authorized under Section 2 (a) of this Article shall be made by the Association filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional land extending the scheme of the covenants and restrictions of this Declaration to such land, except as hereinafter provided in Section 3 (b). Such Supplement need only be executed by the Association. Such Supplement may contain such complementary additions and modification of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added and or permitted use thereof. In no event, however, shall such Supplement revoke, modify or add to the covenants established by this Declaration as such affect the land first described herein above.
- (b) Regardless of which of the foregoing methods is used to add additional land to that subject to the terms and provisions of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the Owners of the land being added to the Properties the right to use the Common Area, according to the terms and conditions as established hereunder, and the right to vote and be assessed as hereinafter provided.

Section 4. Voting Rights of Owners as to Additions to the Properties. Owners of Lots or Lots and Units on land added to the Properties shall be entitled to voting rights identical to those granted by Article VII of this Declaration to other Owners of Lots, or Lots and Units.

Section 5. Assessment Obligations of Owners as to Additions to the Properties. Owners of Lots, or Lots and Units, on land added to the Properties by merger shall be subject to assessments, annual, special and otherwise in accordance with the terms and provision of this Declaration in the same manner as all other Owners of Lots, or Lots and Units, within the Properties.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Damages shall not be deemed adequate relief for any breach or violation of any provision hereof. Any person or entity, entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity, and such remedies shall be deemed cumulative, and one not exclusive of the other. In addition to the preceding remedies, the Association may adopt such policies and assess reasonable fines and/or suspension of membership privileges, and/or towing of vehicles in accordance with duly adopted policies of the Association. Violation or breach of the restrictions shall give the Association and its respective legal representatives, successors and assigns, in addition to all other remedies, the right to enter upon the land upon which or as to which such violation or breach exists to abate, maintain, repair, replace, complete and/or remove, at the expense of the Owner thereof, any violation or condition that may be or exist thereon that is contrary to the intent and meaning of the provisions hereof; without threat of trespass for such entry, abatement, maintenance, replacement, completion and/or removal. Nothing herein contained shall be deemed to affect or limit the rights of the Owners of the Lots within the Property to enforce the Declaration, as amended, by appropriate judicial proceeding.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by law, judgment or court order shall in no way affect any other provisions, and such shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the latest date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by a vote greater than 50 percent of the Membership present, in person, by proxy, or by absentee ballot. The Declaration may be amended during the first twenty (20) year period or any subsequent ten (10) year period either: (i) by an instrument signed solely by the duly authorized officers of the Association, provided such amendment has been approved by a number at least greater than 50 percent of the total vote cast in person, by proxy or by absentee ballot at a regular or special Membership meeting; or (ii) by an instrument signed by Members entitled to cast at least two thirds (2/3) of the total number of votes of the Association eligible to be cast. Any amendment to be effective must be recorded. A quorum is defined in Article II, Definitions as contained in this document.

IN WITNESS WHEREOF, SCENIC HILLS COMMUNITY ASSOCIATION, INC., acting by and through its duly authorized officers, has executed this Amended and Restated Master Declaration of Covenants, Conditions and Restrictions.

SCENIC HILLS COMMUNITY ASSOCIATION, INC.

BY: Grady R. Haddox
Grady R. Haddox, President

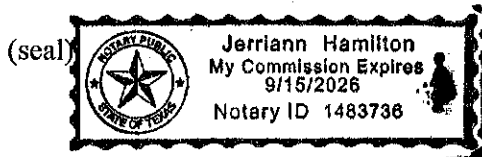
BY: Sandra J. Hovatter
Sandra J. Hovatter, Secretary

STATE OF TEXAS §

COUNTY OF GUADALUPE §

Before me, the undersigned notary public, on this day personally appeared Grady R. Haddox, President of Scenic Hills Community Association and Sandra J. Hovatter, Secretary of Scenic Hills Community Association to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed it for the purposes and consideration expressed in it.

Given in my hand and seal of office the 2nd day of April, 2025.



Jerriann Hamilton
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Scenic Hills Community Association, Inc.
4820 Scenic Drive
Schertz, Texas 78108

202599009208
I certify this instrument was FILED and RECORDED
in the OFFICIAL PUBLIC RECORDS
of Guadalupe County, Texas on
04/17/2025 10:45:09 AM PAGES: 22 MARISSA
TERESA KIEL, COUNTY CLERK

Teresa Kiel