



**SCANNED**



**DECLARATION OF AMENDED  
COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS, AND  
EASEMENTS OF  
THE OWNERS OF LOTS IN THE  
SCENIC OAKS SUBDIVISION**

Amended: January 14, 2008

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(4) recorded in Volume 2675, Pages 21-45, Official Public Records of Real Property of Bexar County, as to Unit IV;

(5) recorded in Volume 3046, Pages 1919-1948, Official Public Records of Real Property of Bexar County, as to Unit V;

(6) recorded in Volume 3719, Pages 132-160, Official Public Records of Real Property of Bexar County, as to Unit VI; and

WHEREAS, the duly elected Restrictions Committee, in the exercise of its best judgment and discretion, declared that it was of the opinion that this Declaration of Protective Covenants, Conditions, Restrictions, Reservations, and Easements (Declaration) would be in furtherance of the uniform plan for the development of Scenic Oaks Subdivision, as a high class residential subdivision; and

WHEREAS, such Declaration was duly and properly amended, restated, and adopted by vote of the Owners of the Scenic Oaks Subdivision, such vote having been taken in accordance with the legal requirements then in force; and

WHEREAS, the Owners of the Scenic Oaks Subdivision desire to subject the aforementioned real property to such amended and restated Declaration herein for the benefit of such property and the present and future owners thereof:

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following Declaration which is for the purpose of protecting the value and desirability of, and which shall run with, such real property; such Declaration shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, and such Declaration shall inure to the benefit of each owner thereof, and in general will ensure the best use and most appropriate development of such Subdivision; and such Declaration shall replace all previous Declarations of protective covenants, conditions, restrictions, reservations and easements, except as set out in Article II, Section 36 below.

**ARTICLE I**  
**DEFINITIONS**

Section 1. “Association” shall mean and refer to Scenic Oaks Property Owners’ Association, Inc., its successors and assigns.

Section 2. “Association Property” shall mean all “Common Area,” easements and personal property and attachments thereto owned by the Association, or granted to it, for the common use and enjoyment of the Members.

Section 3. “Common Area” shall mean all real property (including the improvements thereto) owned and acquired, by fee title or by easement, by the Association for the common use and enjoyment of the Owners.

Section 4. “Declaration” shall mean this document which is a Declaration of Amended Covenants, Conditions, Restrictions, Reservations, and Easements of The Owners of Lots in The Scenic Oaks Subdivision.

Section 5. “Lot” shall mean and refer to any plot of land (with the exception of the “Common Area”) shown on the recorded subdivision plats of Scenic Oaks and on plats of any additional subdivision which may hereafter be brought into the Association.

Section 6. “Member” shall mean and refer to those persons entitled to membership in the Association (a Member is also an “Owner”) as provided in Article VI of the Articles of Incorporation.

Section 7. “Member in good standing” shall mean any Association Member whose rights to vote and other rights of membership have not been suspended under Article VII, (1), (b), of the By-Laws, and who is thus “entitled to vote” by casting or participating in casting the one vote allowed for each Lot such Member owns.

Section 8. “Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of the title to any Lot which is a part of the Subdivision, including contract for deed purchasers, but excluding contract for deed sellers and those holding title merely as security for performance of an obligation. An “Owner” is also a “Member”.

Section 9. “Restrictions” means this Declaration.

Section 10. “Subdivision” shall mean the Scenic Oaks Subdivision, according to plats of record, and such additions thereto as may be shown on future plats of record.

**ARTICLE II**  
**COVENANTS**

**Section 1.** SINGLE FAMILY RESIDENTIAL, TREES:

All of the lots in Scenic Oaks Subdivision shall be described and used as single family residential Lots.

Oak trees are essential to the beauty and value of Scenic Oaks. No oak tree can be pruned or cut down unless the cut or wound caused thereby is painted or treated immediately so as to prevent oak wilt, oak decline, and other oak diseases. Other than minor trimming occurring between June 15 and February 1, all trimming must be first reported to and supervised by the Oak Wilt Committee.

**Section 2.** BUSINESS USE:

No Professional, business or commercial activity to which the general public is invited shall be conducted on any Lot.

**Section 3.** SIGNS:

No Sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet (5 sq. ft.), not to exceed three feet (3') high at its highest point, advertising the property for sale or rent, and/or a sign used by the original builder to advertise the property during the construction and sales period.

**Section 4.** HOUSE SIZE:

No main residential structure shall be permitted on any building site covered by these covenants, the habitable floor area of which, exclusive of basements, porches, patios, driveway and garages, is less than twenty seven hundred square feet (2700 sq. ft.). A garage is required to be constructed simultaneously with the construction of the primary residence. The garage may be either attached or detached, and the garage shall be of a size that is adequate to accommodate at least two (2) automobiles, and in any event not less than four hundred eighty square feet (480 sq. ft.). A garage that is converted to living or storage or any use other than for storing automobiles must be replaced with construction of a garage meeting the above requirements; a garage capable of storing automobiles must be available at all times. All construction shall be in accordance with the Southern Building Code and the electrical and plumbing codes of the City of



San Antonio, Texas. No building material of any kind shall be placed or stored upon the property until the owner is ready to begin construction and then such materials must be placed within the property lines of the Lot or parcel of land to be improved. No Lot shall contain more than one (1) single family dwelling and such out-buildings as are incidental to residential use. Servants' quarters or guest houses will be allowed, provided they are not built prior to the construction of the main structure, and they are not used for commercial purposes.

Section 5. CONSTRUCTION QUALITY:

All dwelling units hereafter constructed shall be constructed in a good and workmanlike manner with the use of new materials and in such a way as to present a neat and attractive appearance. The exterior walls of all dwelling units so constructed on said property, inclusive of porches, garages, carports, and breezeways appurtenant thereto, shall be constructed of at least seventy-five (75%) stone, brick, or stucco, unless approved otherwise by the Architectural Review Committee. Masonry, quality, and design restrictions will apply to porches, garages, carports, breezeways, servants' quarters and guest houses, but not to other out-buildings.

Section 6. COMPLETION OF CONSTRUCTION:

The entire exterior of all main dwellings together with driveways, sidewalks and other exterior appurtenances shall be completed within nine (9) months after commencement of work or the placing of any materials on the premises.

Section 7. NO TEMPORARY STRUCTURES:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any portion of said property at any time as a residence, either temporarily or permanently. This restriction does not apply to temporary construction sheds during construction of the main dwelling unit, so long as same are not inhabited as living quarters.

Section 8. PREFABRICATED BUILDINGS, AUTOMOBILES AND RECREATIONAL VEHICLES:

(a) No manufactured housing (mobile homes, trailer homes, etc.) are allowed in the Subdivision. No commercial vehicles with more than two (2) axles are allowed in the Subdivision, except for deliveries.

(b) No building previously constructed elsewhere shall be moved to any portion of said property, including, but not limited to storage buildings, or portable buildings of any kind, for either temporary or permanent use without being previously submitted to and approved by the Architectural Review Committee.

(c) Utility trailers, camper trailers, boat trailers, non-operational automobiles, recreational vehicles or other such recreational or hobby-type property are permitted, so long as such are not inhabited as living quarters. Automobiles which are junked, or unlicensed, or un-inspected, or inoperative, or wrecked, or partially dismantled are not permitted.

(d) If any such permitted shed, building, trailer or vehicle is moved to any portion of said property, effort must be made by garaging, fencing, shrubbing, or otherwise to shield the same from the view of neighbors and passersby.

(e) No automobile, trailer house, mobile home, motor home, boat trailer or other type of recreational vehicle or item will be permitted to be parked on the streets, in the bar ditches, or in front of any home for longer than forty-eight (48) hours.

(f) Operational automobiles must be garaged or parked in driveways.

Section 9. DETACHED STRUCTURES:

Prior to construction or erection of any detached garages, carports, storage buildings, guest houses, tree houses, playhouses, greenhouses, out-buildings, antennas, pools, fences, dog runs, satellite dishes, gazebos, cabanas, tennis courts, or other structures of any kind on any Lot, plans and specifications therefor, including a plot plan showing the proposed location thereof, must be submitted to the Architectural Review Committee hereinafter provided for, and the approval thereof procured from such Committee prior to the commencement of construction or erection thereon, and in connection therewith it is accordingly understood that any such construction or erection on any Lot without the prior approval of such Architectural Review Committee will be presumed to be in violation of these Restrictions, unless otherwise proven by the property Owner not to be in violation of such Restrictions. The Architectural Review Committee, in approving or disapproving any and all plans and specifications under this

paragraph, shall make all decisions in furtherance of a uniform plan for the development of the Scenic Oaks Subdivision. Such Architectural Review Committee shall be vested with the authority to control the location and type of construction or erection in order to ensure development of said Subdivision into a prestigious residential area. Notwithstanding the foregoing, however, it is expressly understood that the failure of such Architectural Review Committee to give notification of its disapproval of any such plans and specifications for any such improvements, including a plot plan showing the location thereof, within thirty (30) days after written receipt thereof shall be deemed for all purposes under the provisions hereof as the approval thereof.

Section 10. SETBACK:

All main dwelling units, garages and servants' quarters constructed in such Subdivision shall be set back at least forty feet (40') from the front property line (and other street and side property line if a corner lot) of each Lot in such Subdivision and shall be set back at least ten feet (10') from the side (non-street side if a corner lot) and rear Lot lines, except that an Owner owning two (2) or more contiguous Lots may construct a dwelling unit across the line dividing his Lots unless in violation of any easement running along such dividing line. All houses must face the street on which the Lot fronts, unless otherwise approved in writing by the Architectural Review Committee. Sheds, other buildings, swimming pools, tennis courts and all other structures of any nature shall be set back behind a line corresponding to the back of the home and at least ten feet (10') from the side and rear property lines (forty feet (40') from the other street side property line of a corner lot) unless otherwise approved in writing by the Architectural Review Committee. Only fences, driveways and vegetation shall be allowed within the setback lines.

Section 11. SEWAGE:

No outside toilets shall be placed, constructed or used, except during construction and/or development. Sanitary septic tanks for sewage disposal shall be built and installed before use and occupancy of any Lot or parcel of land. Such sanitary septic tanks must be constructed to comply with Bexar County regulations.

Section 12. DRIVEWAYS:

All driveways must be paved with asphalt or concrete extending from the main road running in front of the Lot, or from the side street in the case of a corner Lot, to the garage. All driveways must be appropriately maintained.

Section 13. FENCES:

Only the construction of white painted board, treated pine, redwood, cedar, brick, stone, stucco, wrought iron ornamental, or chain link fencing will be permitted. Fences permitted in front of a residence must allow a clear view of the front yard. Chain link in front of a residence is not permitted. Electric fencing must be factory guaranteed not harmful to humans or animals. Wire or temporary fencing will not be permitted. Only fences constructed of quality materials and good workmanship will be allowed. All fences must be approved by the Architectural Review Committee prior to construction.

Section 14. MAILBOXES:

Mailboxes for each residence are to be constructed in accordance with the United States Postal Laws and Regulations. Further, such mailboxes shall be constructed with the same masonry material as is used in the construction of the residence, or the construction of the mailbox shall be designed in such a fashion as to be aesthetically and architecturally compatible with the residence.

Section 15. OBSTRUCTIONS:

No fence, wall, hedge, shrub planting, or natural growth which obstructs sight-lines at elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded corner, property lines extended. The same sight-line limitations shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of the driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

Section 16. LIGHTS, SATELLITE TV DISHES AND ANTENNAS:

Any exterior lighting, particularly with reference to security or trouble lights such as those normally installed by CPS Energy or purchased by individuals, shall not be installed in such a manner as to create a horizontal exposure but rather shall be shielded in order to cast light upwards or downwards in a manner which will not shine on neighboring Lots or the neighborhood generally. Lights shining upwards are limited to lower power landscape lights. Exterior holiday decorations must be removed and exterior holiday lights must be removed or left unlighted within 30 days after the holiday. No satellite television dishes in excess of 40 inches (40”) in diameter, antennas, or other similar equipment shall be placed on any Lot without the prior written consent of the Architectural Review Committee. In addition to the criteria available to such Committee as set out in all other paragraphs of this Declaration of Restrictions, said Committee in regulating satellite dishes, antennas, and other such equipment may consider the size, height, location and color of the equipment in approving or disapproving the installation and said Committee is specifically given the authorization to require fencing, shrubbery, or other methods of hiding said equipment from the view of the street and adjoining Lot Owners. No ham radio antenna or other equipment that interferes with the TV, radio or telephone reception on a neighboring Lot will be permitted.

Section 17. OFFENSIVE ACTIVITY; SPEEDING; BURNING; FIREWORKS:

No obnoxious or offensive act or activity shall be carried on in said Subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision or neighbors.

Speeding in excess of 30 miles per hour on Association streets, if substantiated by one credible witness and recognized radar or other speed detecting equipment is activity which is offensive. The membership

- a) can set monetary and other penalties for speeding including but not limited to revocation of driving privileges on the streets of Scenic Oaks and
- b) can establish a fair procedure to hear cases in which liability for speeding is presented.

Burning may be an offensive activity. Burning of any material at any time must be conducted in accordance with county regulations, which may include oral directives of the Fire Marshall. The burning of garbage (food residue) is prohibited. The small scale burning paper and cardboard trash is permitted if covered by a grate to avoid flying residue. The large scale

burning of brush, logs, and stumps must have the prior approval of the Fire Marshall. Cooking and campfires not in excess of five feet (5') in diameter at the base are permitted provided there are not unusual or unreasonable smells, smoke, ash, wind, or dry conditions. All burning must be conducted with a water source available that is suitable for dousing the fire.

Explosive fireworks are not permitted.

Noise may be an offensive activity.

Mentioning some offensive activities does not exclude others.

Section 18. GARBAGE AND REFUSE DISPOSAL:

No part or portion of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage, and/or as an area for the accumulation of scrap or used materials. Trash, garbage or other waste shall be kept in appropriate sanitary containers. Such containers must be out of the sight of those on surrounding Lots except for the (no more than) twelve (12) hours prior to pickup disposal. All equipment for the storage of material shall be kept in a clean and sanitary condition, and in accordance with the laws, rules and regulations promulgated by any municipal, county, state and/or federal authority having appropriate jurisdiction for the regulation thereof. Nothing herein shall prevent an owner from having a compost heap, provided it is of reasonable size, not unsightly, does not emit odor or attract animals, and is not otherwise dangerous or a nuisance.

Section 19. HUNTING:

No firearms shall be discharged nor shall any hunting be done with any type of trap or weapon within said Subdivision. Excluding pests such as mice, rats and snakes, trapping is permitted only if done for the safety or relocation of the animal, and with regard for its health.

Section 20. ANIMALS:

No animals will be permitted on any Lot in such Subdivision other than those normally found in a suburban Subdivision for private residential use and pleasure, with it being specifically understood and hereby declared that no livestock of any type, (which includes, but is not limited to swine, goats, sheep, cattle, horses, chickens or any animals that are utilized with draft, breeding or dairy purposes) will be permitted on any Lot. No animal or fowl breeding or sales operation will be permitted on any Lot. No Owner may keep an unreasonably large number of animals. If it is established that the animals of an Owner having three (3) or more

animals are causing a noise, smell or other problem, a rebuttable presumption arises that the offending owner has an unreasonably large number of animals. Further, all Owners maintaining animals, specifically including canine and feline animals, must make adequate provision to minimize the noise from those animals and to retain the animals within the Lot boundaries of the Owner or on a leash at all times.

The owners of animals captured in violation of this restriction may be fined by the Association Board of Directors after a hearing, in an amount which shall be set by the membership.

Section 21. WELLS:

The drilling of water wells on any Lot is prohibited, except wells drilled on lots having well easements acquired by The Oaks Water Supply Corporation, or its successors or assigns.

Section 22. MINING/MINERALS:

No oil, gas or other mineral drilling, development, refining, quarrying, mining, cave explorations or other type of mineral operation will be permitted in or on any Lot.

Section 23. MAINTENANCE:

Except as below, all Owners are required to maintain their Lots, whether vacant or occupied, so that same do not become overrun with grass, brush, rubbish, construction materials, or trash. If, in the reasonable opinion of the Restrictions Committee, any Owner's(s') Lot becomes so overrun with tall grass, brush, rubbish or trash so as to cause a nuisance, the Association is authorized to clean up said Lot at the expense of the Owner, after first giving thirty (30) days written notice to comply to said Owner. If said cleaning fee is not paid within sixty (60) days from the date of said cleanup, the expense of the cleanup will become a lien on the property in favor of the Association until paid. Lots or parts of Lots may be kept wooded and wild, but must be kept free of trash, and must be maintained so as not to be a nuisance or dangerous.

Owners are required to maintain in good visible condition the appearance of those portions of their

- a) homes and
- b) buildings and
- c) other structures and
- d) driveways

that are visible to their neighbors and the public, consistent with a uniform plan for the development and maintenance of a prestigious residential Subdivision.

Section 24. LOT AREA:

Except as otherwise specified herein, the Lots hereinabove described are to remain intact as single divisional units and no re-subdividing of any subject Lot shall be allowed, the intent and purpose being that there be but one dwelling either erected upon or placed upon one Lot.

Section 25. ROAD USAGE FEE AND BUILDER'S BOND:

Each builder of a residential structure, or of an addition or pool, on any Lot in the Subdivision shall pay at plan submission, a road usage fee in an amount to be set by the Association Board of Directors, to the Association, to be used by the Association for future improvements and maintenance including, but not limited to the roads and streets of the Subdivision. In addition, each such builder shall make at plan submission a cash deposit with the Association, in an amount to be set by the Association Board of Directors. Such builder's bond shall be refunded at the completion of the construction, unless the builder has failed to comply with Restrictions or construction rules, or has caused damage to Association Property. Other rules and conditions applicable to the road usage fee and builder's bond may be set by the Association Board of Directors.

Section 26. DRIVEWAY HEADWALLS AND CULVERTS:

Each Owner shall, in conjunction with the construction of the main residential unit and the construction of the driveway, construct and thereafter maintain headwalls along the driveway over the culverts running under the driveway, out of the same masonry material as is used in the construction of the residence. Specifications for such headwalls may be set by the Association Board of Directors. Driveways requiring a free flow of water underneath shall have placed under them a culvert pipe of such size as shall be determined by the Architectural Review Committee.



Section 27. EASEMENTS:

All areas designated as “Common Area” shall be conveyed to the Association upon completion of the streets, and all streets shall be private streets, not designated for public use, but the same shall be constructed in conformance with the specifications and/or requirements of the Commissioner’s Court, Bexar County, Texas, pertaining to streets which are dedicated for public use. This reservation of streets for private use shall include an easement for the installation and maintenance of utilities and drainage facilities that are reserved or indicated and shown on the recorded plat. There shall be no driving or placing of vehicles, or the erecting of any structures other than those for which permission is granted by the Association Board of Directors on unpaved street easements. Owners whose property abuts such easements may use and maintain them, in common with other abutting owners, as a greenbelt, unless notified by the Association to cease doing so. Drainage easements lying on the Lots of Owners shall be left unobstructed and kept well groomed to allow the free flow of water. Failure to maintain such easements shall authorize the Association to do so, as in Article II, Section 23 above.

Section 28. ARCHITECTURAL CONTROL:

No building, fence, wall or other structure including but not limited to those in Article II, Section 9, including the main dwelling unit, shall be commenced, erected or maintained in the Subdivision, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, color, height, materials, and location of the same shall have been submitted to, receipted by, and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Review Committee appointed by the Board. In the event said Board, or its designated Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been receipted, approval will not be required and this Article II, Section 28, will be deemed to have been fully complied with. However, failure to act on such plans and specifications will not constitute a waiver of any of these Restrictions, except those dealing with design.

Section 29. RESTRICTIONS COMMITTEE:

All architecture, plans and buildings in the Subdivision shall comply with all applicable laws and building codes as well as with general and special Restrictions herein, and any variances therefrom shall be subject to the approval of the Restrictions Committee.

The Restrictions Committee retains the right in furtherance of a uniform plan for the development of Scenic Oaks Subdivision as a prestigious residential subdivision, to execute amendments to, including granting variances from and on, these restrictive covenants in such Subdivision, if:

- a) the Committee, in the exercise of its best judgment and discretion, is of the opinion that any such amendments or variances would be in furtherance of the uniform plan for the development of such Subdivision and if
- b) any such amendments and variances (as to the entire Subdivision) shall be approved by a vote of two-thirds (2/3rds) of the Members in good standing that are in attendance at a meeting, whether in person or by proxy, with such meeting being called for this purpose, and notice of such meeting being given in accordance with the By-Laws of the Association.

Such Restrictions Committee shall also perform all of the other duties and obligations imposed upon it under the provisions hereof. It shall be watchful for, and receive complaints about, violations of this Declaration. It shall meet to discuss resolution of violations, shall work in a constructive and friendly way to resolve them, and shall recommend to the Board of Directors of the Association actions to resolve, and penalties for violations. The membership of the Association will elect at the Annual Meeting of Members five (5) property Owners to serve as the Restrictions Committee for such Subdivision and such Restrictions Committee members shall serve until their successors are duly elected as hereinafter provided. Any vacancies in such Restrictions Committee by death, resignation or otherwise, with it being understood that the sale by any member of such Committee of all of his property in such Subdivision will be for purposes hereof construed as his resignation from such Committee, will be filled by the remaining members of such Committee. All members of the Restrictions Committee shall be Members in good standing who reside in the Subdivision.

The Restrictions Committee may by letter delivered to the party involved grant variances from any one or more of these limitations and Restrictions insofar, and only insofar, as

they pertain to individual Lots in such Subdivision. Such variances shall not be effective until the Restrictions Committee has

- a) held a ratification meeting, which may not be held prior to 10 days after The Board of Directors of the Association has received and the property Owners whose property adjoins the subject property have been mailed by regular mail, a copy of such letter and an invitation to such meeting and
- b) The Board of Directors of the Association has ratified such letter.

Any amendments to or variances from such limitations and Restrictions made or granted by said Committee pertaining to all of the Lots in such Subdivision may be made, after the aforementioned membership approval, only by appropriate written instrument filed in the Official Public Records of Real Property of Bexar County, Texas. In connection with the foregoing, however, it is accordingly herein provided that said Committee shall have no power or authority to grant variances from or amendments to such limitations and Restrictions which would permit the use of any Lot in such Subdivision for commercial purposes.

Section 30. SCENIC OAKS PROPERTY OWNERS' ASSOCIATION:

A. Owner's Easements of Enjoyment: Every Owner Shall have a right and easement of enjoyment in and to the Association Property which shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

- (i) The right of the Association to adopt and publish rules and regulations including but not limited to the control of speeding, governing the use of Association Property and facilities including the personal conduct of Members and their guests thereon: and to establish penalties, monetary and other, for infractions of such rules and regulations:
- (ii) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (iii) The right of the Association to suspend the voting rights, rights to services provided by the Association, and right to use of the facilities, of any Members during any period in which such Member is in default in the payment of any assessment levied by the Association
- (iv) The right of the Association to adopt monetary fees for the transfer of lots; to adopt and publish monetary penalties for the violation of this Declaration after a hearing to assess these penalties against violators, and to establish rules for such hearings.
- (v) The right of the Association to dedicate or transfer all or any part of the Association Property to any Lot Owner, municipality, public agency, authority, or utility for such

purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless approved by a majority vote of Members in good standing attending a meeting called with at least 15 days prior notice for that announced purpose.

B: Delegation of Use: Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Association Property and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

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

D: Voting: The Association shall have one (1) class of voting membership. Members shall be comprised of both Resident and Nonresident Members. Resident Members shall be all Owners of any Lot in the Subdivision, who shall have completed the construction of the foundation for a residence on such Lot. Nonresident Members shall be those Owners in the Subdivision who have not completed construction of a foundation for a residence on the respective Lot or Lots. All Members shall be entitled to one (1) vote for each Lot owned. When more than (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they may determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

E: Creation of the Lien and Personal Obligation of Assessments: Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments or charges, such assessments to be established and collected as hereinafter provided. The assessments, 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, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. There are three kinds of assessments, found in F, G, and H below.

F: General Assessments: Assessments levied by the Association may be passed for, and shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Subdivision and for the improvement and maintenance of the Common Area. The Association shall make assessments and collect fees from the Members for maintenance costs of the private roads, private road rights-of-way and Common Areas, if any, as well as the cost of security services and facilities, specifically including the controlled access entrance to the Subdivision. General Assessments shall have the assent of two-thirds (2/3rds) of the votes of Members in good standing who are voting in person or by proxy at a meeting duly called for this purpose. Any such general assessment may be made payable over a period greater than one (1) year.

G: Maximum Annual Assessment: Until January 1, 2008, the maximum annual assessment shall be Two hundred Forty-four and no/100 Dollars (\$244.00) per Resident Member Lot and One hundred Twenty-two and no/100 Dollars (\$122.00) per Nonresident Member Lot.

(i) From and after January 1, 2008, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(ii) From and after January 1, 2008, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3rds) of Members in good standing who are voting in person or by proxy, at a meeting duly called for this purpose.

(iii) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

H: Special Assessments for Capital Improvements: In addition to the general and annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of Members in good standing who are voting in person or by proxy at a meeting duly called for this purpose. Any such special assessment may be made payable over a period greater than one (1) year.

I. Notice and Quorum for Any Action Authorized Under F, G, and H: Written notice of any meeting called for the purpose of taking any action authorized under F, G or H shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of Members in good standing shall constitute a quorum. If the required quorum is not present, a second meeting may be held and the required quorum at the second meeting shall be one-half (1/2) of the required quorum at the first meeting. No such second meeting shall be held more than sixty (60) days nor less than one (1) day following the preceding meeting. Written notice of the second such meeting may be included with written notice of the first such meeting. Notice shall be conclusively presumed to have been received if deposited in the United States mail addressed to the last known address of the intended recipient.

J. Rescinding Assessments Authorized by F, G, and H: Action to rescind any assessments authorized by F, G, and H must follow the same notice, quorum, voting, and other requirements which were needed to pass the assessment sought to be rescinded.

K. Uniform Rate of Assessment: All assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, annual or other basis. The minimum assessment charge to Nonresident Members shall be fifty percent (50%) of the amount of the assessments for Resident Members, as determined by the Board of Directors or by a vote of the Members in good standing of the Association, whichever is applicable.

L. Date of Commencement of Annual Assessments: Due Dates: The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

M. Effect of Nonpayment of Assessments: Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear

- i) a late charge in the amount and/or
- ii) interest from the due date at the rate

established by the membership at an annual or special meeting of Members. The Association may bring an action against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

N. Subordination of the lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such foreclosure, but shall not extinguish the obligation of such Lot's Owner to pay assessments and charges accruing against such Lot while owned by him. No sale, transfer, or foreclosure shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

O. Security Disclaimer: NO REPRESENTATION, GUARANTEE OR WARRANTY IS MADE, NOR ASSURANCE GIVEN, THAT THE CONTROLLED ACCESS ENTRANCE, OR OTHER SECURITY OR ENTRY CONTROL SYSTEMS OR PROCEDURES UTILIZED IN CONNECTION WITH THE SCENIC OAKS SUBDIVISION WILL PREVENT PERSONAL INJURY OR DAMAGE TO OR LOSS OF PERSONAL PROPERTY.

Section 31. DURATION AND AMENDMENT:

This Declaration shall be effective until December 1, 2017, after which time such shall be automatically extended for successive periods of ten (10) years, unless by a vote of three-fourths (3/4ths) of the Members in good standing who are voting in person or by proxy at a meeting called for this purpose, taken prior to December 1, 2028, or taken prior to the end of any current extended period, and filed for record in the Official Public Records of Real Property of Bexar County, Texas, it is agreed that these restrictions, covenants and use limitations shall terminate as to said Subdivision on December 1, 2028, or the end of any current extended period.

In addition to the method set out in Article II, Section 29, a vote of ninety percent (90%) of the Members in good standing may amend this Declaration prior to December 1, 2028, by an instrument signed by them, and thereafter seventy-five percent (75%) of such Members may amend this Declaration by an instrument signed by them, and any and all amendments must be recorded. Each Lot in the Subdivision shall have only one (1) vote.

Section 32. ENFORCEMENT:

This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, Restrictions Committee, or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors and assigns at law or equity. It is further expressly understood that the above shall have the right to enforce the terms of this Declaration for said Subdivision by injunction in order to prevent a breach thereof or to enforce the observance thereof, which remedy however, shall not be exclusive and the above shall accordingly have their remedy for the damages suffered by them as a result of any breach, and in connection therewith, it is understood that in the event of a breach of this Declaration it will be conclusively presumed that the other Owners of Lots in said Subdivision have been injured thereby. It is understood that all expenses, attorney's fees and court costs incurred in connection with the enforcement of this Declaration shall be borne by the party or parties seeking to enforce the same, unless a court declares this Declaration to have been violated, in which case the violator shall be liable for all expenses, attorney's fees, and court costs. Failure by the Association or by any Owner or by the Restrictions Committee to enforce any part of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 33. ERROR:

If any error or oversight or mistake in construction, enforcement, compliance, or interpretation results in a violation of this Declaration, such shall in no way affect or impair the Declaration as applying to any and all of the remainder of said Subdivision. Any delinquency or delay on the part of any of those parties in Article II, Section 32 to enforce the correction of any violation of the Declaration shall not operate as a waiver of such violation nor shall such delinquency or delay confer any implied right on any Owner or holder of a Lot or Lots in said Subdivision to change, alter, or violate any of the provisions of this Declaration.



Section 34. PARTIAL INVALIDATIONS:

Invalidation of any of this Declaration by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 35. ANNEXATION:

Additional residential property and Common Area may be annexed to the Subdivision with a consent of two-thirds (2/3rds) of Members in good standing present in person or by proxy at a meeting called for this purpose.

Section 36. “GRANDFATHERING” OF PREVIOUS CONFORMANCE:

Any home, garage, driveway, or structure built in violation of the setback, size, headwall, masonry percentage, or other limitations in this Declaration, but built in conformance with the Declaration (or in conformance with a variance granted) in existence at the time of construction, shall not be in violation of this Declaration. Any lot on which horses were permitted, in conformance with a previous Declaration (or in conformance with a variance granted), shall not be in violation of this Declaration, including but not limited to these lots:

Lots 91-92, Block 2, Unit 1

Lots 57-58, Block 2, Unit 2

Lots 8-9, Block 4, Unit 4

Lots 95-96, Block 2, Unit 1

Lot 11, Block 6, Unit 3

However, should any such lot on which horses were permitted be thereafter sold, the right to keep horses shall no longer exist.

IN WITNESS WHEREOF, the undersigned declares herein that it has executed this instrument on the 16 day of April 2008.

RESTRICTIONS COMMITTEE  
SCENIC OAKS SUBDIVISION

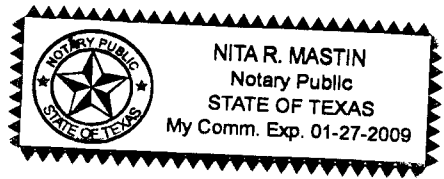
BY: Chris Coteff  
Chris Coteff, Chairman,  
on behalf of all Owners of Scenic Oaks Lots

THE STATE OF TEXAS X  
X  
COUNTY OF BEXAR X

BEFORE ME, the undersigned authority, on this day personally appeared, Chris Coteff, Chairman of the Restrictions Committee of the Scenic Oaks Subdivision, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he had executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Committee.

GIVEN under my hand and seal of office on this, the 16<sup>TH</sup> day of April 2008

Nita R. Mastin  
Notary Public in and for the State of Texas



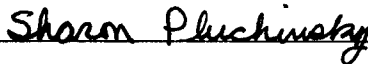
Nita R. Mastin  
(Name Typed or Printed)  
My Commission Expires: 01-27-2009

**CERTIFICATE**

I, Sharon Pluchinsky, Secretary of the Scenic Oaks Property Owners' Association, do hereby certify that this Declaration of Amended Covenants, Conditions, Restrictions, Reservations, and Easements of the Owners of Lots in the Scenic Oaks Subdivision was put to a vote of the Association membership, following due notice, and the vote was as follows:

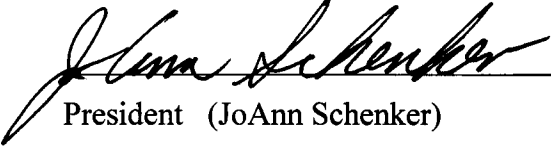
Number of Members in Good Standing in Attendance in Person and by Proxy		Percentage of Members in Good Standing Voting Yes (2/3 voting yes required)		
Yes Votes	No Votes	Not Voting		
100	77	14	9	77%

A copy of the record of the above is maintained at the office of the Scenic Oaks Property Owner's Association located at 27000 Hazy Hollow Drive, San Antonio, Texas 78255, and may be reviewed upon reasonable request within three (3) years.

  
 \_\_\_\_\_  
 Secretary (Sharon Pluchinsky)

**ATTEST:**

I, JoAnn Schenker, as President of the Scenic Oaks Property Owners' Association, do hereby certify that Sharon Pluchinsky was the Secretary of such Association at the time this Certification was executed.

  
 \_\_\_\_\_  
 President (JoAnn Schenker)

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR  
 I hereby certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

Doc# 20080079842 Fees: \$120.00  
 04/17/2008 12:55PM # Pages 27  
 Filed & Recorded in the Official Public Records of BEXAR COUNTY  
 GERARD RICKHOFF COUNTY CLERK

APR 17 2008



  
 COUNTY CLERK BEXAR COUNTY, TEXAS