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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR SAVANNAH HEIGHTS SUBDIVISION UNITS 1, 2, 2B AND 3

THE STATE OF TEXAS §
§
COUNTIES OF BEXAR §
AND ATASCOSA §

WHEREAS, One Savannah Ridge Development, L. P., a Texas limited partnership (the "Developer") as the real estate developer and former owner of that certain 875.6 acres tract of real property commonly known as Savannah Heights, lying and being situated in the Counties of Bexar and Atascosa, State of Texas, and being more particularly described on Exhibit "A" attached hereto (the "Subdivision"), previously adopted the following instruments applicable to the Subdivision (all of which are referred to herein collectively as the "Declarations"):

Declaration of Covenants, Conditions, Easements and Restrictions for Savannah Heights Subdivision, Unit 1, filed in Volume 7844, Page 648, Official Public Records of Real Property of Bexar County, Texas;

Declaration of Covenants, Conditions, Easements and Restrictions for Savannah Heights Subdivision, Unit 2, filed in Volume 8987, Page 722, Official Public Records of Real Property of Bexar County, Texas;

Declaration of Covenants, Conditions, Easements and Restrictions for Savannah Heights Subdivision, Unit 2B, filed in Volume 11325, Page 2374, Official Public Records of Real Property of Bexar County, Texas; and,

Declaration of Covenants, Conditions, Easements and Restrictions for Savannah Heights Subdivision, Unit 3, filed in Volume 135, Page 454, Official Public Records of Real Property of Atascosa County, Texas;

WHEREAS, the Declarations created and activated an Architectural Committee to ensure compliance with the Declarations, and for the other purposes set forth in the Declarations, including, but not limited to, adoption of amendments to the Declarations; and,

WHEREAS, the Architectural Committee established by the Declarations has voted to amend and restate the Declarations, in their entirely, in a single instrument, for the purpose of further carrying out and extending a uniform plan for the development of a high quality residential neighborhood and protecting the value and desirability thereof; and

WHEREAS, the Developer and Board of Directors have designed this structure to ensure that standards originally put in place will continue in perpetuity and that neighbor on neighbor disputes are limited by design:

NOW, THEREFORE, the Architectural Committee established by the Declarations does hereby make, declare, adopt and impose upon the above described real property the following covenants, conditions, restrictions, and limitations (referred to hereinafter as the "Amended and Restated Declaration"), in complete replacement and substitution of the Declarations (except as otherwise stated herein), which shall apply to and become a part of all contracts of sale, contracts for deed, deeds and other legal instruments whereby title or possession to any lot in said Subdivision is hereafter conveyed or transferred, such covenants, conditions, restrictions and limitations to run with the land and to be binding upon and inure to the benefit of all parties; now or hereafter, owning or using the above-described property or any portion thereof, their heirs, executors, administrators, successors and assigns.

1. Residential Use. All lots within the Subdivision are hereby restricted exclusively to single-family residential use. No lot shall ever be used for a business or commercial purpose, except for home-based businesses that does not display commercial signage, and which does not have any business-related pedestrian or vehicular traffic. No lot may be leased or rented for any term of less than six months, except for leases between buyers and sellers incident to the sale of a lot. No structures shall be erected, placed or maintained on any lot other than a single-family residence with such accessory structures and buildings as a storage building, workshop, carport and garage unless approved by the ACC. Not more than one single-family residence may be erected on a lot except that the ACC may approve mother-in-law suites or similar housing for family members of the occupants of the main dwelling. No lot shall be subdivided. The term "residential use" shall exclude specifically travel trailers and recreational vehicles. As used in this Amended and Restated Declaration, the term "lot" refers to any numbered plot of land shown upon a recorded plat of any portion of the Subdivision in accordance with the terms hereof.

2. Size and Specifications: No building, structure or other improvement shall be commenced, erected, placed or maintained on any lot, nor shall any addition to or change or alteration therein be made, until the construction plans and specifications, and a lot plan showing the location of all such structures and all appurtenances thereto, have been submitted to and approved in writing by the Architectural Committee. A residence may not be lived in or occupied until the residence is 100% complete as per the Architectural Committee approved plans.

A: "Conventional on site construction single family residence: Each dwelling must be new construction and shall not be less than 1,200 square feet of heated and air-conditioned space, exclusive of basement, garages, carports and porches. In the case of multi-story dwellings the minimum size shall be 1,200 square feet with not less than 700 square feet of heated and air-conditioned space in the first floor. Each dwelling must be a new construction and all plans and specifications are subject to the prior written approval of the Architectural Committee.

B: "Move-on Housing such as manufactured homes, modular homes, and all other Move-On Homes":

(1) All Move-on Housing shall be double-wide manufactured homes except that single-wide manufactured homes may be placed on lots which are approved by the Architectural Committee for placement of single-wide manufactured homes thereon.

(2) All manufactured homes and modular homes shall be of new or like-new construction unless approved in writing in advance by the Architectural Committee.

(3) No double-wide manufactured homes of less than 1,200 square feet of heated and air-conditioned space, or less than 24 feet in width shall be permitted. All double-wide manufactured homes shall have shingle roofs (or roofs made of other materials approved in writing by the Architectural Committee) and hardboard or vinyl siding.

(4) No single-wide manufactured homes of less than 950 square feet of heated and air-conditioned space, or less than 16 feet in width shall be permitted.

(5) All manufactured homes must have the towing devices, axles and wheels removed and must be placed on a slab or upon blocks or piers.

(6) All manufactured homes must be completely enclosed from the ground level to the lower portion of the outside walls within 45 days after placement on the property with masonry, plaster, brick, stucco or other fabricated material specifically approved for the purpose of enclosing manufactured homes, as approved in writing by the Declarant or the Architectural Committee, so as to maintain a neat, harmonious appearance. **Lattice skirting is not acceptable. Vinyl skirting is allowed only on the rear of the home.** Back filling is allowed.

(7) All manufactured homes shall be anchored to the land in the manner prescribed by the Texas Department of Licensing and Regulation.

(8) Unless back filled, a front deck built of weather resistant wood shall be installed within 180 days of the installation of a dwelling. The porch shall be a minimum of 6 feet by 12 feet, shall have railings and banisters at all appropriate places and shall be completely underpinned in the dwelling. Current 6' x 8' decks are grandfathered but must be maintained appropriately.

(9) All dwellings and the required front porch will be required to be uniformly underpinned between the base of the home and porch and the ground level with a removable access on the backside. Underpinning shall be complementary to the home. All underpinning must be in place within sixty (60) days of move on.

All plans and specifications are subject to the prior written approval of the Architectural Committee to insure the development of a high quality residential area.

3. Setback Requirements.

A. Residences. All residences must be centered between the two side property lines of each lot and the front of all residences must face and be parallel to the road fronting the lot. The location of the residence on each lot must be approved in advance in writing by the Architectural Committee. Different setback requirements for residences exist between the different units in Savannah Heights, as follows:

i. Unit 1 lots: No residence shall be located on any lot closer than ninety (90) feet to any front property line, or further than one hundred twenty-five (125) feet from the front property line.

ii. Unit 2 and Unit 2B lots: No residence shall be located on any lot closer than 100 feet to any front property line, or further than 140 feet from the front property line, except for the following:

a. All lots facing Savannah Heights Road of Unit 2: No residence shall be located on any lot closer than 140 feet to any front property line, or further than 180 feet from the front property line.

b. All lots in cul-de-sacs of Unit 2: No residence shall be located on any lot closer than 100 feet to any front property line, or further than 115 feet from the front property line.

iii. Unit 3 lots: No residence shall be located on any lot closer than 100 feet to any front property line, or further than 140 feet from the front property line, except for the following:

a. Lots 1-9, 25-49, 83-91 and 107 of Unit 3: No residence shall be located on any lot closer than 140 feet to any front property line, or further than 180 feet from the front property line.

b. Lots 50-82 of Unit 3: No residence shall be located on any lot closer than 85 feet to any front property line, or further than 100 feet from the front property line.

B. Other structures. No buildings of any nature shall be closer than twenty (20) feet to any side property line, or closer than fifty (50) feet to the rear property line. Variations from this requirement may be granted in individual cases where tract size, shape, or topography makes this requirement impractical, but any such variations must have the prior written approval of the Architectural Committee.

4. Lot Clearing and Limitations on Other Structures. Prior to the construction or placement of any residence or other structure on any lot, the lot owner shall clean and clear the lot of all weeds, brush, trash and refuse. Grass should be mowed and not allowed to exceed six inches (6") in height. However, no trees may be removed without the prior written consent of the Architectural Committee. No permanent trash containers shall be placed on any lot except by

ACC approval and for three month increments. Basketball goals must be in the driveway of the residence. Window HVAC units cannot be placed in the front of the home and cannot be visible from the street.

5. Quality Construction and Maintenance. All improvements and structures including but not limited to homes, garages, barns, side and back decks, carports, fences, and other improvements shall be constructed of good quality new material and in a workmanlike manner. Such improvements and structures shall be maintained in a good state of repair and situated so that their appearance will not be detrimental to the Subdivision as a whole. All improvements and structures shall be kept weatherproofed by painting or such other method as may be necessary and appropriate to preserve the attractiveness thereof and none of the improvements or structures shall be allowed to deteriorate to the detriment of the Subdivision as a whole. In the event improvements or structures situated thereon are not maintained in a neat and orderly manner, the Developer or the Architectural Committee shall have the right (but not the obligation), through its agents and employees, to enter upon said lot and to repair, maintain, and restore the lot and exterior of the structures and any other improvements erected thereon, all at the expense of the lot owner or party in possession of said lot.

6. Additional Improvements and Structures. Any building, garage, carport, shed, structure, addition or remodeling to a residence, must be of all new material, must be of equal construction quality as and harmonious architectural design with the residence, and shall be subject to the prior written approval of the Architectural Committee.

7. Fascia. Fascia must be installed on any improvement or structure attached to a residence such as a carport, garage, awning, patio cover, or porch, so as to match the fascia of the residence, and shall be subject to the prior written approval of the Architectural Committee. The fascia shall be maintained in a good state of repair.

8. Roof. Roofing materials on any improvement or structure attached to or adjacent to a home, if visible from any street, must match the roofing material of the residence to which it is attached or adjacent. Rolled roofing and corrugated sheet metal shall not be used as a roof on any residence, or other improvement or structure, unless approved in advance in writing by the Architectural Committee.

9. Easement. A designated distance inside of all property lines, as shown on the Subdivision plat, shall be reserved as a public utility easement (plus such additional space as may be required for guys or other utility pole structures), a drainage easement, or any other easement which would be beneficial to the common good. Any lot owner installing a fence or locating plants and other property within the area encumbered by the easement does so at his own risk since such property could be subject to damage by those entitled to use the easement. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees, or flowers, or to other property of the lot owner situated within any such easement.

10. Time for Completion. Any dwelling or other structure or building, once commenced, shall be completed within reasonable diligence and, in all events, shall be completed as to its exterior within six months from the commencement of construction. No building materials of any kind shall be placed or stored upon any lot until the lot owner is ready to commence construction.

11. Temporary Structures. No structure or emplacement of a temporary character, nor any trailer, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence or dwelling, either temporarily or permanently, without the prior written approval of the Architectural Committee.

12. Septic Tanks and Water Wells. No residence shall be permitted in the subdivision unless it is served by (a) a septic tank, sewer system or some other sewage-disposal system and (b) a water system, both meeting the requirements of and approved by the Texas State Health Department. This includes, but is not limited to, the maintenance of a 150 foot sanitary control easement around any water well (i.e. no septic tank within 150 feet of any water well, whether the well is on the owner's lot or not). Outhouses or privies are not allowed on any lot in the Subdivision. This article excludes the Port-a-Potty owned by the HOA and used for social events.

13. Draining Structures, Ditches, and Stock Tanks. Drainage structures under private driveways shall be constructed to Bexar County and/or Atascosa County specifications (a permit is required) and must be constructed before any residence or other improvement or structure may be placed on the lot. Such structures, where needed are to be installed and maintained continuously at the expense of the lot owner. Natural drainage shall not be disrupted, altered or changed without prior written approval of the Architectural Committee. No ponds, stock tanks, etc. shall be constructed on any lot in the Subdivision without the prior written approval of the Architectural Committee.

14. Removal and Landfill Operations. No commercial operations for the removal of sand, gravel, topsoil, caliche, or other earthen substances shall be permitted on a lot in the Subdivision, nor shall commercial landfill operations of any kind be permitted on a lot in the Subdivision.

15. Storage of Trash and Weeds. No lot shall ever be used for outside, unenclosed storage of any nature, nor shall any lot or part hereof be used or maintained as a dumping ground for rubbish, debris or junk. Trash, garbage or other wastes shall not be permitted except in sanitary, securely closed containers. All incinerators, cans, or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and behind lot improvements so they are not visible from the street.

16. Parking. Streets shall not be used for parking except for occasional or emergency parking of vehicles. No parking of automobiles or any other type of vehicle will be permitted on any street or road right-of-way in the Subdivision at any time, other than while a vehicle is actively being used or acted upon, such as for loading, unloading, or cleaning. Personal use vehicles such as automobiles and two axle vehicles may park in the improved driveway in the

front of the house within a car length to the house, on the side of the house and behind the house. Parking in unimproved areas in the front yard (i.e., grassy areas) is not permitted. Parking at the end of middle of the driveway is not authorized and will be notified in writing of non-compliance. Once the property owners receives 3 or more notices of non-compliance, a fine will be assessed. All garages must be built to the rear of the residence unless another location is approved in writing by the Architectural Committee.

17. Unused Vehicles. The storage of junked, abandoned or wrecked items such as motor vehicles, boats, or other equipment or materials shall not be permitted on any lot in the Subdivision. Any car or vehicle not in running condition or regularly used by the owner thereof or his agent shall not be allowed to remain on any lot in the Subdivision for more than one week. Repairing of motor vehicles, boats, or other items of a mechanical nature (except for vehicles, boats or other items which are for the personal use of the owner of the lot) shall not be permitted on any lot in the Subdivision.

18. Livestock and Pets. Raising, breeding or keeping animals of any kind, including livestock, horses, monkeys, pigs of any kind, goats, snakes and poultry is strictly prohibited, except that for each lot there shall be permitted up to a total of three dogs or three cats or a combination of the two not to exceed a total of four, no more than two birds, and a reasonable number of other usual and common household pets so long as they are confined within the home or in a fenced area. In addition, one (1) horse per acre of land will be allowed. No pets will be allowed to run free, nor will pets be allowed that make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to any lot owner.

19. Animals to be Contained. All animals shall be contained within the lot lines either by fence, leash, or other comparable devise. Animals shall not be allowed outside an owner's lot.

20. Fences. Fences will be constructed of wood, chain link, vinyl or other industry standard fencing material. Sheet metal fences will not be allowed. Fences shall be four to ten foot in height and shall not extend closer to the street than the front line of the dwelling except that lots located in Savannah Heights, Unit 1, and facing Morin Road may place a fence closer to the front property line provided that (a) all such fencing must be of the same materials, height, size and location on each lot and (b) must be approved in writing in advance by the Architectural Committee. All fences are subject to the prior written approval of the Architectural Committee. All fences must be maintained in good order and appearance.

21. Trees. No trees shall be removed, cut-down, or in any way damaged or destroyed, except where improvements are to be located or where such tree is diseased or dead, excepting for normal maintenance, trimming and pruning without the prior written approval of the Architectural Committee. The Architectural Committee may require that a lot owner, at lot owner's expense, cut-down and remove a diseased or dead tree from a lot.

22. Signs. Except for one sign of not more than 6 square feet advertising the property for sale or for rent, no signs of any kind shall be displayed to the public view from any lot. Address signage up to 4' x 4' in good taste may be displayed. However, signs, offices, storage areas, and model units may be used by the Developer, a contractor or other builder to sell and

advertise (a) Subdivision property and (b) residences in the Subdivision during the course of construction and for a reasonable sales period thereafter.

23. Noxious Activity. No noxious or offensive activity shall be carried on or maintained on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood in the Subdivision. All lots must be kept in a neat and clean condition. No items of personal property of any kind shall be placed on any lot except as stored in a garage, storage shed or comparable enclosed structure or screened from view from all roads and adjoining lots. No items such as swing sets, children's toys, barbeque pits, picnic tables, etc. shall be kept or placed on the outside of the residence except to the rear of the residence. Outside clothes lines or other facilities for drying clothes or airing clothes shall not be erected, placed or maintained on any Lot unless they are concealed in such a manner so as not to be visible from the streets. The front yard must be kept in a neat and uncluttered condition. If any lot is in default of this article then the Association may give the written notice of such default, and if the owner fails to cure such default within thirty days, then the Association may enter that lot, through its agents or contractors, and cure such default. The cost of the Association curing any default under this article, including the expense of giving of notice and any related attorney's fees, shall be the personal obligation of the owner of the lot in question, the payment of which is hereby secured by a lien on that lot.

24. Firearms. The use or discharge of any type of firearm is expressly prohibited within the Subdivision.

25. Boats and Trailers. No boats, boat trailers, travel trailers, recreational vehicles or other similar property shall be allowed to remain in the driveway, front yard, on the street, or any other location on any lot unless parked to the rear of the residence and not closer than thirty (30) feet from any property line, except with the prior written approval of the Architectural Committee.

26. Mail Boxes. No individual mail boxes will be permitted. Declarant shall cause to be constructed central mail boxes in locations to be determined by Declarant and the U. S. Postmaster. Mailboxes located in Unit 1 on Morin Road are exempt from this provision.

27. Driveways. All lots must have a driveway extending from the street, pavement to the garage and the vehicle parking area to the rear of the residence. All driveways must be topped with gravel, crushed limestone, concrete, asphalt pavement or other similar all weather material.

28. Damage or Destruction. In the event of damage to or destruction of structures on any lot, within six (6) months after such damage or destruction the lot owner shall repair or reconstruct in a manner consistent with the original construction or such other plans and specifications that are approved in writing in advance by the Architectural Committee. Alternatively, the owner shall clear the lot of building debris and maintain it in a neat and attractive, landscaped condition consistent with these deed restrictions.

28.5 State and Federal Laws on Architectural Issues. Notwithstanding any provision herein to the contrary, this Amended and Restated Declaration shall not be interpreted or enforced to conflict with any law or regulation of the State of Texas or the United States of America, including but not limited to the following (hereinafter collectively called "Architectural Laws"):

1. Freedom to Display American Flag Act (4 U.S.C. Section 5);
2. Over-the-Air-Reception Devices ("OTARD") regulations of the federal government, pertaining to satellite dishes and certain radio equipment (47 C.F.R. Section 1.4000);
3. Section 202.007, Texas Property Code (pertaining to composting, rain barrels, rainwater harvesting systems, efficient irrigation systems, drought-resistant landscaping and water-conserving natural turf);
4. Section 202.009, Texas Property Code (pertaining to political signs);
5. Section 202.010, Texas Property Code (pertaining to solar energy devices);
6. Section 202.011, Texas Property Code (pertaining to certain roofing materials);
7. Section 202. 012, Texas Property Code (pertaining to flags and flagpoles);
8. Section 202.108, Texas Property Code (pertaining to certain religious items); and,
9. Section 202.019, Texas Property Code (pertaining to standby electric generators).

To the extent Architectural Laws permit restrictions and/or regulations of the subject to which they relate, such restrictions are hereby adopted, and no structure or improvement subject to such restrictions or regulations may be placed, kept or maintained on any lot.

29. Enforcement of Conditions and Restrictions. The conditions and restrictions set forth herein are for the benefit of and shall inure to the Declarant, the Association and each and every owner of any lot. The Developer, the Association or any other person or entity owning any interest in any of the lots in said Subdivision, including mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person, persons, or entity violating or attempting to violate any covenant, condition, reservation, restriction, or limitation, either to prevent or to correct such violation, or to recover damages, or to obtain other relief for such violation. Additionally, the Association acting through the Board of Directors, shall have a right to impose fines for violations of this Amended and Restated Declaration, subject to the notice and hearing procedures in Section 209.006, Texas Property Code, and Section 209.007, Texas Property Code. Regardless of whether any legal proceeding is commenced, all expenses incurred by the Association in enforcement of the conditions and restrictions, including reasonable attorney's fees, shall be recoverable from the person, persons or entity violating said conditions and restrictions, and shall be secured by the Association's lien for assessments. Failure to enforce any covenant, condition, reservation, restriction or limitation herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any variance from the conditions and restrictions set forth herein shall be submitted to, and approved by, the Architectural Committee.

30. Architectural Committee. There is hereby continued an Architectural Committee for the purpose of ensuring compliance with this Amended and Restated Declaration by supervising, controlling and approving all construction plans for residences, structures, and other improvements to be built or placed upon any lot, and for further purpose of performing such other duties and responsibilities as are allocated under other paragraphs of this Amended and

Restated Declaration. The Board of Directors of the Association shall contract with an architect, architecture firm, engineer, engineering firm, property owners' association management company or other appropriate professional qualified and knowledgeable about construction of improvements to serve as the Architectural Committee. The Architectural Committee may establish construction standards, guidelines, codes, charges, fees, processes and requirements, which shall be binding and conclusive as to all aspects of construction, alteration or removal of improvements in the Subdivision. The Architectural Committee is given absolute discretion to make all decisions concerning approval or denial of requests for construction and may base it decisions on such subjective grounds and aesthetic considerations as it shall, in its sole and absolute opinion, consider significant. The Architectural Committee is hereby granted an easement to all lots for the purpose of inspecting the land and the exterior of improvement to ensure compliance with this Amended and Restated Declaration, to confirm that any work done does not deviate from any decision of the Architectural Committee, to measure distances, and to otherwise exercise its rights and/or discharge its duties.

31. Property Owners Association. Each owner of a lot in the Subdivision shall be a member of the Savannah Heights Owners Association, Inc. (the "Association"). The purpose of the Association is to provide for the management, maintenance, administration and operation of:

(a) The duties of the Architectural Committee;
(b) The enforcement of these Declarations;
(c) "Common Areas" including, but not limited to, subdivision entrances together with associated fences, gates and landscaping;
(d) Any property conveyed to the Association by Developer; and
(e) Any other function pertaining to the well-being of the Subdivision.
(f) The Association must maintain the Pond, Park, Front Entrance, Lookout Point and all property owned by the Association to a professional standard in line with the standard set by the Developer, adhere to the deed restrictions and support the quality and aesthetics of the Savannah Heights community.

The Association is and shall continue to be incorporated under the Texas Non-Profit Corporation Act, have a Board of Directors consisting of three to five members until otherwise determined, and shall act by majority vote in accordance with this Amended and Restated Declaration and with the by-laws of the Association. The Board of Directors is required to contract with and use the services of a professional property owners' association management company that manage multiple properties, is bonded and insured and has no ownership interest in the community to assist the Board of Directors in carrying out their duties and managing the affairs of the Association. All other matters pertaining to the Association shall be governed by the Bylaws, except as may be governed by any provision in this Amended and Restated Declaration or the Articles of Incorporation of the Association.

32. Membership in Association. Each lot owner is required to be a member of the Association. By acceptance of a deed to any lot or lots in the Subdivision, the owner thereof personally agrees to be and become a member of the Association and to be and become bound and obligated by the terms and provisions of this Amended and Restated Declaration.

33. Obligations of Lot Owners. Each owner of a lot in the Subdivision covenants and agrees, and by acceptance of a deed to such lot is deemed to covenant and agree, to pay to the Association: (a) an annual assessment of charge and (b) special assessments as and when levied. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall, and to the full extent permitted by law, be a charge and a lien on the lots subject to this Amended and Restated Declaration and each shall be a continuing lien upon the property against which such assessment is made, and to ensure continuity of such lien from the inception of the development of the Subdivision, the lien established in the Declarations is extended forward and incorporated herein. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person or entity who was the owner of each lot in the Subdivision at the time the assessment became due. The Architectural Committee may establish, collect and administer all assessments prior to the formation of the Association. From and after the activation of the Association, the Association shall have the duty and obligation to establish, collect and administer such assessments.

34. Annual Assessments. Each lot in the Subdivision is subject to an annual maintenance charge assessed equally against all lots subject to this Amended and Restated Declaration in an amount to be established by the Board of Directors of the Association; provided, however, that the Board of Directors shall not increase the annual assessment for any year more than fifteen percent (15%) above the prior's years assessment amount with approval of owners entitled to cast sixty-seven percent (67%) of all votes of all owners. Such assessment shall be the obligation of the record owner of each lot in the Subdivision at the time the assessment is due. The amount of the annual assessment shall be determined by the levying authority at least thirty (30) days prior to January 1 and written notice of such assessment shall be sent immediately to each member of the Association. If not paid by March 1, the annual assessment shall be deemed delinquent and shall be subject to a late charge equal to twenty-five percent (25%) of the amount of the assessment.

35. Special Assessment. In addition to the annual assessment herein authorized, the Board of Directors of the Association may levy a special assessment at any time deemed necessary, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair or replacement of (a) any bridge or road within the Subdivision not being maintained by a public entity, or (b) any property within the Subdivision conveyed to the Association by the owner thereof, and for other purposes deemed necessary by the Board of Directors of the Association, to maintain or improve the Subdivision for the general benefit of the owners and occupants thereof.

36. Vote on Special Assessment. If ten percent (10%) of the members of the Association object in writing to the levy of any special assessment, such assessment shall not be valid unless and until it has been approved by a majority vote of the members at a meeting duly called for such purpose. Written notice of the meeting with explanation of the proposed action shall be sent to each member of the Association not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. Twenty percent (20%) of all members of the Association shall constitute a quorum and such special assessments shall not be levied unless approved by a majority of those present and voting at such meeting, a quorum being present.

37. Cleaning Lots. After thirty (30) day notice to the owner thereof, the Architectural Committee or the Association, when activated, shall have the right to clean and clear lots of unsightly weeds, grass, brush, trash, and refuse, such cleaning and clearing to be at the expense of the particular lot owner and for which a lien in favor of the Association may be placed upon the property, including interest, costs, and attorney fees. Such lien shall be treated by the Association in the same manner as other assessments against such lot.

38. Uniform Assessments. Both annual and special assessments must be fixed at a uniform rate for all lots; provided, however, individual lot owners may be separately assessed for the reasonable cost of clearing and cleaning lots as authorized elsewhere in this Amended and Restated Declaration.

39. Lien of Assessment. The lien of any assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien and such sale or transfer shall be subject to such lien. No sale or transfer shall relieve the lot owner from individual liability for assessments made during the period of his ownership and extinguishment of the lien shall not relieve the owner of his personal obligation and liability. No assessment lien shall be impressed against any lot as long as the Veterans Land Board holds title. (This applies to purchases made under the Veterans Land Board program only.)

40. Partial Invalidity. If any portion of this Amended and Restated Declaration is declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce anyone or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of this Amended and Restated Declaration.

41. Duration of Restrictions. The covenants, conditions, reservations, restrictions, and limitations herein published and impressed on all lots in the Subdivision shall run with the land and shall be binding on all owners of properties in the Subdivision for a period of twenty-five (25) years from and after the date hereof and shall thereafter be automatically extended for successive periods of twenty-five (25) years unless an instrument signed by two-thirds (2/3rds) of the lot owners has been recorded, agreeing to change said covenants, conditions, restrictions, reservations and limitations.

42. Amendment. This Amended and Restated Declaration may be amended, in whole or in part, with approval of owners entitled to cast sixty-seven percent (67%) of all votes of all owners.

43. Deviations. The Architectural Committee or the Board of Directors of the Association may exercise a limited right to approve deviations from the provisions hereof without an actual amendment of this Amended and Restated Declaration, when, in the opinion of the Architectural Committee or said Board of Directors, such deviation will be beneficial to other owners of lots in the Subdivision.

44. Drilling. Each lot owner acknowledges that he is obtaining only the surface estate to his lot. No oil or gas well drilling, oil or gas development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a lot in the Subdivision, nor shall oil wells, gas wells, tanks, tunnels, mineral excavations, or shafts be permitted on any lot in the Subdivision. No derrick or other structure designed for use *in* boring for oil, natural gas, or other minerals, shall be erected, maintained, or permitted on any lot in the Subdivision. Upon the expiration of any mineral leases existing as of the date hereof, further drilling will be prohibited as described herein, except for any drill sites designated by the Architectural Committee or the Association.

45. No Pollution or Environmental Contamination. There shall be no activities on any lot or in any part of the Subdivision that could result in the pollution or environmental contamination of the air, water or land contained within or adjacent to the Subdivision, or that would result in the violation of any environmental law or ordinance.

46. Revisions to Recorded Plat. The Developer and/or the Architectural Committee shall have the right to make revisions to the recorded plat of the Subdivision and to file amended plats of the Subdivision without the consent of the lot owners provided that such revisions or amended plats do not interfere with the established rights of any lot owner.

IN WITNESS WHEREOF, Developer has caused this Amended and Restated Declaration to be executed by the Chair of the Architectural Committee this 14 day of May, 2019.

[SIGNATURE PAGE FOLLOWS]

SAVANNAH HEIGHTS OWNERS ASSOCIATION, INC.
a Texas Non-Profit Corporation

By: Its Architectural Committee

By:_____
John Hayes, Chair

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned notary public, on this day personally appeared John Hayes, known to me or proved to me by presentation to me of a governmentally-issued identification card to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 14 day of May, 2019.

CAPRICE MINA RITCHESON
My Notary ID # 123986295
Expires September 26, 2021

_____
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:
Savannah Heights Owners Association, Inc.
403 E. Commerce, Suite 220
San Antonio, TX 78205

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Diane Gonzales County Clerk
Atascosa County Texas
May 16, 2019 09:05:46 AM
FEE: $78.00 KPONTON 195902
RESTRICT