



SEVENTH AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS

FOR

SERENE HILLS

**SEVENTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SERENE HILLS**

This Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Serene Hills (this "**Amendment**") is made this 2 day of February, 2016 by Serene Hills, Ltd., a Texas limited partnership (the "**Declarant**"), and is as follows:

RECITALS

WHEREAS, Serene Hills, a subdivision located in Travis County, Texas (the "**Property**"), was established pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Serene Hills recorded as Document No. 2012105853, Official Public Records of Travis County, Texas (the "**Original Declaration**"), as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Serene Hills recorded as Document No. 2012171312, Official Public Records of Travis County, Texas (the "**First Amendment**"), as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Serene Hills recorded as Document No. 2013017166, Official Public Records of Travis County, Texas (the "**Second Amendment**"), as further amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Serene Hills recorded as Document No. 2013080290, Official Public Records of Travis County, Texas (the "**Third Amendment**"), as further amended by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Serene Hills recorded as Document No. 2013221191, Official Public Records of Travis County, Texas (the "**Fourth Amendment**"), as further amended by that certain Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Serene Hills recorded as Document No. 2014013941, Official Public Records of Travis County, Texas (the "**Fifth Amendment**") and as further amended by that certain Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Serene Hills recorded as Document No. 2015194215, Official Public Records of Travis County, Texas (the "**Sixth Amendment**") (the Original Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment are collectively referred to as the "**Declaration**"); and

WHEREAS, pursuant to Section 9.03(A) of the Declaration, Declarant may amend the Declaration so long as Declarant owns or controls any of the Property or the Additional Land; and

WHEREAS, as of the date hereof, Declarant owns or controls a portion of the Property and the Additional Land; and

WHEREAS, in exercise of its rights under Section 9.03(A) of the Declaration, Declarant desires to further amend the provisions of Article VI of the Declaration as set forth herein.

NOW THEREFORE, THE DECLARATION IS HEREBY AMENDED AS FOLLOWS:

1. Working Capital Assessment. Section 6.02 of the Declaration is hereby amended to include

the following quoted provision immediately following the last sentence of Section 6.02 contained in the Declaration (the remainder of Article VI shall remain unmodified):

“Without limiting the generality of the foregoing, in order to build up funds to pay Association expenses as same become due, each Owner (other than Declarant) of a Lot will pay a one-time, non-refundable working capital assessment (the “**Working Capital Assessment**”) to the Association, in such amount as may be determined by the Board from time to time in its sole and absolute discretion. Such Working Capital Assessment need not be uniform among all the Lots, and the Board is expressly authorized to levy Working Capital Assessments of varying amounts depending on the size, use and general character of the Lots then being made subject to such levy. The levy of any Working Capital Assessment will be effective only upon the recordation of a written notice, signed by any duly authorized officer of the Association, setting forth the amount of the Working Capital Assessment and the Lots to which it applies.

In the event of any dispute regarding the application of the Working Capital Assessment to a particular Owner, the Declarant’s (so long as Declarant owns or controls any of the Property or the Additional Land), and thereafter the Board’s, determination regarding the application of the Working Capital Assessment will be binding and conclusive without regard to any contrary interpretation of this Section 6.02. The Working Capital Assessment will be in addition to, and not in lieu of, any other Assessments levied in accordance with Article VI of the Declaration, and will not be considered an advance payment of any such Assessments or a credit or off-set against any such Assessments. The Working Capital Assessment hereunder will be due and payable by the transferee to the Association immediately upon each transfer of title to a Lot, including upon transfer of title from one Owner of such Lot to any subsequent purchaser or transferee thereof. The Declarant (so long as Declarant owns or controls any of the Property or the Additional Land), and thereafter the Board, will have the power to waive the payment of any Working Capital Assessment attributable to a Lot (or all Lots) by the recordation of a waiver notice, which waiver may be temporary or permanent.”

2. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

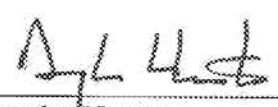
IN WITNESS WHEREOF, Declarant has executed this Amendment on the date set forth above.

DECLARANT:

SERENE HILLS, LTD.,
a Texas limited partnership

By: ES-DH, Serene L.L.C.,
a Delaware limited liability company,
its general partner

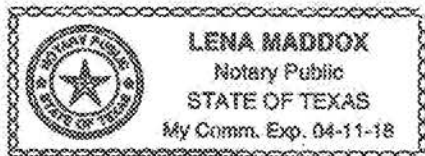
By:



Douglas Hunter,
Member and Authorized Signatory

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 2 day of February, 2016, by Douglas Hunter, Member and Authorized Signatory for ES-DH Serene, L.L.C., a Delaware limited liability company, the general partner of Serene Hills, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(seal)



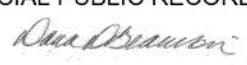

Notary Public – State of Texas

AFTER RECORDING, PLEASE RETURN TO:

McLean & Howard, LLP
Attn: William P. McLean
Barton Oaks Plaza, Building II
901 S. Mopac Expressway, Suite 225
Austin, Texas 78746



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS


DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

February 03 2016 11:32 AM

FEE: \$ 38.00 2016016008