Serenity Pines

# SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SERENITY PINES (RESIDENTIAL PROPERTY)

## SECTION 2

After Recording, Return To:
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# SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SERENITY PINES (RESIDENTIAL PROPERTY)

## SECTION 2

STATE OF TEXAS §
§
COUNTY OF LIBERTY §

This Supplemental Amendment to the Declaration of Covenants, Conditions, and Restrictions for Serenity Pines (Residential Property), Section 2 (this "***Supplemental Amendment***") is made by Pine Quest, Ltd., a Texas limited partnership ("***Declarant***").

## RECITALS:

Declarant filed that certain Declaration of Covenants, Conditions, and Restrictions for Serenity Pines (Residential Property) under Clerk's File No. 2026022712 in the Official Public Records of Liberty County, Texas, as same has been or may be amended and supplemented from time to time (the "***Declaration***").

Pursuant to Article III of the Declaration, Declarant reserved the exclusive right to annex additional property into Serenity Pines and to subject the additional property to the Declaration and to the jurisdiction of Serenity Pines Residential Association, Inc., a Texas nonprofit corporation (the "***Association***").

Pursuant to Article III of the Declaration, Declarant may subject the additional property to supplemental restrictions that apply only to the real property being annexed and may create exceptions to, or otherwise modify, the terms of the Declaration in order to reflect the different or unique character or intended use of the annexed real property.

Declarant is the owner of that certain real property as shown on the map or plat thereof, recorded under Clerk's File No. 2026003416 in the Plat Records of Liberty County, Texas, as same may be amended or replatted, in whole or in part, from time to time ("***Section 2***").

Reference is made to the Declaration for all purposes. Unless otherwise specified in this Supplemental Amendment, the capitalized terms used in this Supplemental Amendment are defined as set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Supplemental Amendment, which definitions and interpretation provision are incorporated in this Supplemental Amendment for all purposes by this reference.

## SUPPLEMENTAL AMENDMENT:

Pursuant to the powers retained by Declarant in the Declaration, Declarant annexes Section 2 into Serenity Pines. Section 2 carries with it all the rights, privileges, and obligations granted to the Property initially encumbered by the Declaration, including, but not limited to, the right to be annexed, and is annexed into the body of the Property subject to the Declaration and submitted to the jurisdiction of the Association. Section 2 will be held, transferred, sold, conveyed, used, and

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occupied subject to the covenants, Assessments, restrictions, easements, charges, and liens set forth in the Dedicatory Instruments, including, but not limited to, the Declaration and this Supplemental Amendment.

**1. Square Footage Requirements**

One-story Dwellings constructed within Section 2 must contain a minimum of 1,200 square feet of living area and 2-story Dwellings constructed within Section 2 must contain a minimum of 1,800 square feet of living area. Living area does not include porches, garages, or non-air conditioned areas.

**2. Notices**

Owners and Occupants of Lots within Section 2 are advised that various conditions exist or may exist within or in proximity to the Property, including Section 2, which include the following (collectively, the "***Conditions***"):

a. Reserve Areas, including the following Reserve Areas within Section 2: Restricted Reserves A, B, C, D, E, F, G, and H, restricted in their use to open space, landscape, and utility purposes;

b. One or more easements, including the following within Section 2:

1. A blanket right of way easement, as more particularly described in Vol. 1465, Page 477 of the Official Public Records of Liberty County, Texas; and

2. A blanket right of way easement, as more particularly described in Vol. 1465, Page 576 of the Official Public Records of Liberty County, Texas.

It is possible for some or all of these Conditions to extend into or otherwise affect the Lots, Owners, and Occupants within Section 2. Each Owner and Occupant of any Lot, and every person entering Section 2 (i) acknowledges that there are plants and wildlife that are indigenous to the area and are not restrained or restricted in their movements within or throughout the Property; and (ii) assumes all risk of personal injury arising from the presence of such plants and wildlife within the Property. Neither the Association, Declarant, any successor declarant, nor the members, partners, affiliates, officers, directors, agents, or employees of any of the foregoing, has any duty to take action to control, remove, or eradicate any plant or wildlife in the Property, nor are they liable for any injury resulting from the presence, movement, or propagation of any plant or wildlife within or throughout the Property.

**EACH OWNER OF A LOT WITHIN SECTION 2 AGREES TO DEFEND (IMMEDIATELY UPON DEMAND), INDEMNIFY, HOLD HARMLESS, AND RELEASE DECLARANT, THE ASSOCIATION, THE ASSOCIATION'S MANAGEMENT COMPANY, AS WELL AS THEIR RESPECTIVE PAST, PRESENT, AND FUTURE DIRECTORS, OFFICERS, MEMBERS (OF A FOR-PROFIT ENTITY), EMPLOYEES, AGENTS, AND AFFILIATED ENTITIES (THE "*INDEMNIFIED PARTIES*") FROM ANY AND ALL CLAIMS BROUGHT BY, THROUGH, OR UNDER THE OWNER OR**

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**ANY THIRD PARTY ARISING FROM THE CONDITIONS. THE OWNER'S OBLIGATION TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES IS OWED EVEN FOR CLAIMS ALLEGED OR PROVEN TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE INDEMNIFIED PARTIES.**

Each Owner and Occupant of a Lot within Section 2 acknowledges and understands that the Association, its Board, and Declarant are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons and property. Each Owner and Occupant of a Lot within Section 2 further acknowledges that the Association, its directors, officers, managers, agents, and employees, Declarant, and any successor declarant have made no representations or warranties, nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to water levels, water clarity, safety, any use, or any future change in use of the Conditions. Declarant and the Association are not responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Conditions within the Property.

Owners of Lots within Section 2 grant an easement to Declarant and the Association, including their respective designees, for any incidental noise, water, lighting, odors, parking, overspray from fountains, visibility, and traffic that may occur due to the Conditions. There is further reserved for Declarant, the Association, and their designees an easement to the extent necessary over portions of Lots located in proximity to the Conditions for water and overspray of any products used to control vegetation within the Conditions.

Each Owner and Occupant of a Lot in Section 2 must take care and may not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards, or any other foreign matters to infiltrate the Property. **ANY OWNER OR OCCUPANT PERMITTING OR CAUSING SUCH INFILTRATION IS RESPONSIBLE FOR ALL COSTS OF CLEAN UP AND REMEDIATION NECESSARY TO RESTORE THE PROPERTY TO ITS CONDITION IMMEDIATELY PRIOR TO ANY SUCH INFILTRATION.**

## 3. Community Fences

Community Fences have been or will be constructed on or adjacent to portions of the following Lots within Section 2:

Lots 1 – 25, Block 1;

Lots 1 – 11, Block 2; and

Lots 21 – 23, Block 4.

Such Lots are considered Adjacent Lots and are subject to the provisions in the Declaration pertaining to Community Fences (as those terms are defined in the Declaration). Declarant, the Association, and the Community Fence owner, as applicable, have an easement on the Adjacent Lots for the installation, maintenance, repair, and replacement of the Community Fences, as more particularly described in the Declaration.

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Save and except the Community Fences noted above, all other fencing located upon the Lots within Section 2 must be installed, maintained, repaired, and replaced in accordance with the Dedicatory Instruments.

## 4. Amendment

This Supplemental Amendment may only be amended as provided in the Declaration.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, this Supplemental Amendment is executed as of the 22nd day of July, 2026.

**DECLARANT:**

Pine Quest, Ltd., a Texas limited partnership

By: S.R. Campbell Properties, LLC,
a Texas limited liability company,
its general partner

By: _____
Name: Kevin Campbell
Title: Secretary

STATE OF TEXAS §
COUNTY OF Cameron §

BEFORE ME, the undersigned authority, on this day personally appeared Kevin Campbell, the Secretary of S.R. Campbell Properties, LLC, a Texas limited liability company, general partner of Pine Quest, Ltd., a Texas limited partnership, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity expressed in this instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of July, 2026.

_____
Notary Public – State of Texas

JESUSITA GONZALEZ
My Notary ID # 126109441
Expires May 11, 2027

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## LIENHOLDER CONSENT AND SUBORDINATION

International Bank of Commerce, a Texas banking corporation, being the sole beneficiary of a purchase money mortgage lien (as set forth in the Declaration) and other liens, assignments, and security interests encumbering all or a portion of the Property consents to the terms and provisions of this Supplemental Amendment to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens or security instruments securing the indebtedness to the Supplemental Amendment (and the covenants, conditions and restrictions in this Supplemental Amendment), and acknowledges and agrees that a foreclosure of the liens or security interests will not extinguish this Supplemental Amendment (or the covenants, conditions and restrictions in this Supplemental Amendment). No warranties of title are made by Lienholder, Lienholder's joinder being solely limited to such consent and subordination.

SIGNED AND EXECUTED THIS on July 22nd, 2026.

INTERNATIONAL BANK OF COMMERCE,
a Texas banking corporation

By: _____
Print Name: AL VILLARREAL
Title: CEO

STATE OF TEXAS §
§
COUNTY OF Cameron §

This instrument was acknowledged before me on the 22 day of July 2026, by Al Villarreal, the CEO of International Bank of Commerce, a Texas banking corporation, on behalf of this entity.

KAREN PENA
Notary Public
STATE OF TEXAS
Notary ID# 13025390-0
My Comm. Exp. 06-09-2027

_____
Notary Public – State of Texas

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**THE STATE OF TEXAS**
**COUNTY OF LIBERTY**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Liberty County, Texas.

2026022743 DECL
07/24/2026 07:53:54 AM Total Fees: $49.00

Lee Haidusek Chambers,County Clerk
Liberty County, Texas