

1802967

DECLARATION OF RESTRICTIONS FOR SONTERRA

STATE OF TEXAS

COUNTY OF BEXAR

ESTATES AT SONTERRA

On this ___ day of _____, 19___, Trans-Texas Interests, Inc., and Sonterra 45.6, Ltd. (herein called "Developer"), hereby declares that the land described below shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, reservations, and charges (herein called "Restrictions"), hereby specifying and agreeing that this Declaration and the provisions hereof shall constitute covenants to run with the land and shall be binding upon Developer, its successors and assigns and all subsequent owners of each lot. The owners, by acceptance of their deeds, for themselves, their heirs, executors, administrators, successors and assigns, covenant and agree to abide by the terms and conditions hereof.

1. LAND

Developer is the owner of real property located in Bexar County, Texas (herein called the "Land"), as described on the subdivision plat of Estates at Sonterra to which reference is hereby made for all purposes.

2. SUBDIVISION

Developer has subdivided the Land into one or more parcels (herein called "Lots") according to the plat thereof recorded in Volume 9513, Page 210, of the Plat Records of Bexar County, Texas, to which plat and its record reference is made for all purposes. Developer plans to create a residential community by selling the lots for the construction of single-family residences, townhouse-patio dwellings, condominium units, planned unit developments, and commercial buildings, pursuant to this Declaration and the Declaration of Covenants of even date by Developer.

3. PURPOSE

The Land is encumbered by these Restrictions for the following reasons: to insure the best and highest use and most appropriate development of the property; to protect lot owners against improper use of surrounding lots; to preserve so far as practicable the natural beauty of the property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for development of the highest quality to enhance the value of investment made by lot owners.

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4. ARCHITECTURAL COMMITTEE

There is hereby created an Architectural Committee composed of John Farrell, Howard Peak, and Brian Huddleston, to serve until their successors are named. A majority of the Committee may act for the Committee and no notice of any of its meetings shall be required. A vacancy on the Committee shall be filled by the Developer. When all of the lots subject to this Declaration, including those which may be subject hereto under Paragraph 9 below, are sold by the Developer and improvements are constructed thereon, the term of office of the Committee shall be deemed to have expired and the Sonterra Property Owners Association (herein called "POA"), shall have the authority to select the Committee. The members of the Committee whose terms have expired shall serve until their successors are selected by the POA.

No building, garage, storage house, wall, fence, driveway, sidewalk, parking area or other improvements shall be erected, placed, altered or maintained upon any lot nor shall any exterior additions to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location shall have been submitted to and approved in writing (considering among other matters, the harmony of external design and location in relation to surrounding structures and topography) by the Architectural Committee. Plans, specifications and plats shall be filed with the Committee by delivery to the office of the Developer and receiving a receipt for such plans, specifications and plats. All actions of the Committee will be in writing and copies of its actions will be retained in its records maintained at the office of the Developer. If the Committee fails to act on a request within thirty (30) days after filing and receipt of plans, specifications and plats, said plans, specifications and plats shall be deemed approved.

The Architectural Committee or its representative shall have the right to enter onto any construction site subject to these restrictions to determine compliance with approved plans and specifications. In event of serious non-compliance, the Architectural Committee shall have the power to halt such work through legal means, the first step in which shall be legal notice to the owner of the property, and to require the resolution of such non-compliance prior to continuation of construction. In addition, a final inspection and Certificate of Occupancy issued by the Architectural Committee shall be required prior to occupancy of the premises restricted hereby.

Construction done pursuant to and in accordance with plans, specifications and plats approved, or allowed to become effective without specific disapproval by the Committee under the terms of this Paragraph shall be conclusively presumed to comply with these Restrictions and shall not be subject to legal prohibition under Paragraph 10 or any other provision hereof.

The Committee is authorized in its sole discretion to grant a deviation from the requirements contained in Paragraph 6, subparagraph (b), (c), (e), (f), and (h) to the extent that such deviation is not in conflict with prior and continuing restrictions, such as the Stone Oak Master Plan.

5. ASSOCIATION

Developer shall cause the organization of the Sonterra Property Owners

Association (POA), a corporation under the laws of the State of Texas, for the purposes and with the effect set forth in a Declaration of Covenants of even date by Developer, reference to which is here made for all purposes.

6. RESTRICTIONS ON LOTS

(a) Land Use. All lots in the subdivision shall be used for residential purposes except lots designated herein for commercial or recreational use. No residential building shall remain uncompleted for more than eight (8) months after construction has commenced. Temporary uses may be made of a house by Developer for a sales office, which shall be permitted until such house is sold, not to exceed twelve (12) months in total.

(b) Building Types. No building shall be erected, altered, placed or permitted to remain on any lot other than:

(1) One detached single-family dwelling and garage for not less than two (2) motor vehicles on each of the following Lots:

Block 3, Lots 1 through 34

All garages shall be large enough to accommodate under roof a minimum of two (2) full-sized automobiles and shall be attached to the house by a common wall or breezeway unless permission is granted by the Architectural Committee to deviate from this requirement. No garage shall be permanently enclosed for conversion to any other use. Open carports are not permitted.

(c) Dwelling Size. The living area of each single-family dwelling, exclusive of open or screened porches (covered or uncovered), garages, storage rooms, stoops, open terraces and/or servant's quarters shall be:

(1) Not less than 3,500 square feet and, if more than one story, the ground floor shall be not less than 2,500 square feet on each of the following Lots:

Block 3, Lots 1 through 34

(d) Building Materials. The exterior walls of all residential buildings shall be constructed with masonry or masonry veneer. All gables, roof overhangs, window and door openings shall be excluded from the masonry requirement. Roofing shall be slate, tile or other architectural materials including fire resistive wood shingles and shakes. Composition roofs are not permitted.

(e) Building Location. No building located on Lots 1, 2, 3, 4, 5, 29, 30 and 31 of Block 3 shall be nearer the street property line than fifty (50) feet. No building located on the remaining Lots (Lots 6 through 28) shall be nearer the street property line than twenty-five (25) feet. All Lots shall have a minimum rear setback of twenty-five (25) feet. Lots adjacent to Stone Oak Parkway shall have a minimum twenty-five (25) foot setback from the Stone Oak Parkway right-of-way line. The side lot line minimum setback shall be ten (10) feet except on corner lots, on which the side street setback shall be twenty-five (25) feet. The Architectural Committee may waive the rear setback requirement for detached or semi-detached garages on a case basis.

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Except as related to the front or side street setback, eaves, steps, terraces, patios, swimming pools, walls and fences shall not be considered as part of a building for purposes of restricting location, provided, however, no part of a structure may encroach on another lot or obstruct any easement. No obstruction to visibility at street intersections shall be permitted.

(f) Fences and Walls. For front and side street setback purposes, fences and walls shall be considered buildings and may only be erected or maintained within the minimum building setback from the lot line per subparagraph 6(e), except that those lots restricted to a fifty (50) foot front setback for buildings may observe a twenty-five (25) foot setback for fences. No chainlink fence will be permitted in any location. All fences and walls must have written approval of the Architectural Committee wherever same are constructed, erected, or permitted to remain.

(g) Landscaping. A landscape plan shall be submitted for approval by the Architectural Committee showing, as a minimum, foundation planting and sodding of the front yard. Underground sprinkler systems shall be installed, maintained, and operated at each dwelling to keep lawns and landscaping in a condition acceptable to the POA and appropriate to the season, weather conditions, and water availability. Front yards shall be landscaped within thirty (30) days after completion of a residence.

(h) Temporary Structures. No temporary structure, mobile home, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot as a residence either temporarily or permanently and no building may be moved onto any lot. Builder temporary construction office must be removed within twelve (12) months from placement on a lot.

(i) Resubdivision. No lot in the subdivision may be further subdivided.

(j) Business. No gainful occupation, trade, or other non-residential use shall be conducted on any residential lot.

(k) Signs. No sign shall be displayed on any residential lot except one sign, not more than five (5) square feet, advertising the property for sale or rent, or signs used by builders to advertise the property during construction and sales. Signs of any kind are subject to approval by the Architectural Committee.

(l) Oil and Mining Operation. No drilling, development, refining, quarrying, mining, or prospecting operations for any minerals shall be conducted on any lot, nor shall any well, including a water well, tank, tunnel, mineral excavation or shaft be permitted on any lot.

(m) Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except household pets (limited to no more than two (2) dogs and two (2) cats) which are not kept, bred or maintained for commercial purposes. Pets are not permitted to run loose and must be on a leash when outside their owner's lot.

(n) Garbage and Refuse. No lot shall be used or maintained as a dumping ground for refuse. All trash, garbage and other waste shall be kept in

sanitary containers, which at all times must be concealed from public view, and the contents thereof disposed of as required by the POA or local authority.

(o) Clotheslines. No Clotheslines shall be constructed, placed or erected on any lot in such a way as to be visible from outside that lot.

(p) Utility Services. Except for temporary structures of Developer, all lots will be connected to the central water and sewer systems and no other water or sewage system may be used on any lot.

(q) Parking. No motor home, boat, recreational or travel trailer vehicle, trucks larger than pick-up size (one-ton capacity) or inoperative motor vehicles shall be or remain parked or in any way situated on any front yard, driveway, street or other visible area of the subdivision for a period over thirty-six (36) hours, unless specifically authorized by the Architectural Committee. Off street parking shall be provided by the owner of each residence for all such vehicles in a location screened from view from the street and from the other lots. On street parking, except by visitors, is prohibited.

(r) Nuisance. No noxious or offensive activities shall exist or occur upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood or which is opposed to the purposes of these Restrictions.

(s) Antennas and Towers. No television, radio, CB, satellite dish or outside antennas or tower of any type shall be used unless placed in the attic of a residence or otherwise completely hidden from view.

(t) Solar Collectors. Solar apparatus, if used, must be installed in a location not visible from the street and is subject to Architectural Committee approval.

7. DRIVEWAYS

Driveways on each residential lot must be constructed of concrete. Location, design and any decorative surface must be approved by the Architectural Committee. The driveway turnout shall be constructed in such manner as to provide an attractive transitional radius from the curb and gutter into the driveway entrance and shall prevent escape of drainage water from the street onto any lots. Driveways and sidewalks must be shown on the site plan submitted for approval of the Architectural Committee.

8. MAILBOXES

If curbside mailboxes are required for mail delivery by the U.S. Postal Service, attractive individual designs for mailbox holders shall be required by the Architectural Committee. Within the scope of postal service requirements, the mailbox holders shall be designed and constructed of pleasing natural materials which harmonize architecturally with the residences, and the standard rural mailbox installation on a single post is not permitted. Designs must be submitted to the Architectural Committee for approval. The Architectural Committee may, to comply with Postal Regulations,

require mailbox groupings at selected locations in the subdivision, rather than individual boxes. If grouping are required, Developer will provide the enclosure for such grouping.

9. ADDITIONS

The Developer may bring within the scheme of this Declaration additional properties through the execution and filing of a supplementary Declaration of Restrictions, which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The supplementary Declaration may contain such modifications as are necessary to reflect the different character of the added properties.

10. ENFORCEMENT

Except for matters related to the Architectural Committee as described in Paragraph 4, if the owner of any lot, or its heirs, executors, administrators, successors, assigns or tenants shall violate or attempt to violate any of the restrictions and covenants set forth in this Declaration, it shall be lawful for the POA or the Developer, or if the POA or Developer shall fail to do so after sixty (60) days' written notice from a person owning any lot encumbered by this Declaration, then for any such owner to prosecute any proceedings against the person or persons violating or attempting to violate any such restrictions and covenants. The failure of any Owner or Tenant to comply with any restrictions or covenant will result in irreparable damage to Developer and other owners of lots in the Subdivision; thus, the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined by an action for specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party recovers, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

11. SEVERANCE

In the event any of the foregoing Restrictions is held invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity and enforceability of the other Restrictions. If one of the foregoing is subject to more than one interpretation, the interpretation which more clearly reflects the intent hereof shall be enforced.

12. TERMS OF RESTRICTIONS

The Restrictions shall run with and bind the Land, and the Owner of the Land subject to this Declaration, its respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, and shall be automatically extended for successive periods of one year unless an instrument signed by the then owner of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

HOWARD PEAK
P.O. BOX 17770
SAN ANTONIO, TX 78117

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Executed this 28th day of August, 1989

TRANS-TEXAS INTERESTS, INC.

By: [Signature]
John Farrell, President

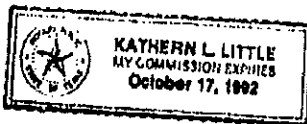
SONTERRA 45.6, LTD.
by and through its General Partner,
TRANS-TEXAS INTERESTS, INC.

By: [Signature]
John Farrell, President

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on this 28th day of August, 1989, by John Farrell, President of Trans-Texas Interests, Inc., a Texas corporation, on behalf of said corporation.



[Signature]

Notary Public, State of Texas

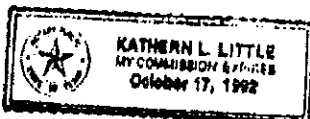
Typed Name: _____

My Commission Expires: _____

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on this 28th day of August, 1989, by John Farrell, President of Trans-Texas Interests, Inc., a Texas corporation, as General Partner of Sonterra 45.6, Ltd.



[Signature]

Notary Public, State of Texas

Typed Name: _____

My Commission Expires: _____

any provision herein which restricts the sale, rental, or use of the described REAL PROPERTY;
of Record, Color, Position, Size, Homestead, Federal Status, or National Origin, is invalid
and unenforceable under FEDERAL LAW, 42 USC
THE STATE OF TEXAS COUNTY OF BEXAR
I hereby certify that the instrument was FILED in the Public Records on the
date and at the time stated herein by me, and that duly RECORDED, in the
Official Public Records of Real Property of Bexar County, Texas on:

AUG 20 1989



Ronald A. Green
COUNTY CLERK BEXAR COUNTY, TEXAS

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