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DECLARATION OF RESTRICTIONS FOR SONTERRA

STATE OF TEXAS

COUNTY OF BEXAR

GARDENS AT SONTERRA

On this 27th day of March, 1985, Stone Oak Creek Joint Venture (herein in called "Developer"), a joint venture of Tom Turner Interests, Inc. and Stone Oak Properties, 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 the 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 Gardens 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 9508, Pages 217, 218, 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, Ray Faircloth, and Carl Voelkel, 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.

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.

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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 building shall remain uncompleted for more than one year 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 subject to this declaration other than:

(1) One detached single-family dwelling and one-story garage for not less than two nor more than three motor vehicles on each of the following Lots:

Block 1, Lots 1 through 34  
Block 2, Lots 1 through 56

All garages shall be large enough to accommodate under roof a minimum of two 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 car ports 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 1,800 square feet and, if more than one story, the ground floor shall be not less than 1,400 square feet and the combined area for the first and second floors shall be not less than 2,000 square feet on each of the following Lots:

Block 1, All lots  
Block 2, All lots

(d) Building Materials. The exterior walls of all residential buildings shall be constructed with masonry and 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 any lot shall be nearer the street property line than fifteen (15) feet. Lots adjacent to Stone Oak Parkway shall have a minimum rear setback of twenty-five (25) feet. All other lots shall have a minimum rear setback of fifteen (15) feet except that there must be not less than eight hundred seventy-five (875) square feet of contiguous open space behind the front setback line. The side lot line minimum

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setback shall be zero (0) feet on one side, as indicated on the plat, and ten (10) feet on the remaining side. Roof overhangs, gutters and other appurtenances may encroach upon the adjacent lot not to exceed eighteen (18) inches, with prior approval of Sonterra Architectural Committee.

A five (5) foot access easement for purposes of exterior maintenance is hereby reserved along the side lot line of all lots adjacent to the zero setback wall of the neighboring residence. Use of such easement shall not be unreasonably restricted but it may be fenced if a gate is provided. Homes must be architecturally designed and constructed so there are no openings in any wall facing the zero lot line, unless the view into the adjacent home and yard is permanently blocked or screened. The owner facing the wall has no rights to change the appearance of the wall in any manner, specifically no painting or hanging of any materials. Gutters and downspouts must be provided on roofs so that drainage of water onto the yard of an adjacent lot or onto an adjacent dwelling unit is avoided.

Eaves, steps, terraces, patios and swimming pools, shall not be considered as part of a building for any purposes of restricting location, provided, however, no part of a structure may encroach on another lot or obstruct any easement except as permitted under Paragraph 6(e) above for the zero (0) lot line. 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). No chainlink fence will be permitted in any location. All fences and walls must have the written approval of the Architectural Committee wherever same are constructed, erected, or permitted to remain. Fences constructed along the golf course frontage of any lot shall not exceed six (6) feet in height of which the top four (4) feet shall be wrought iron, except for columns. Such fences shall have the same finish, color and appearance from the golf course side as the Sonterra subdivision fences constructed by Developers. Obstruction of any easement by fences or walls shall be at the Owner's risk.

(g) Sprinkler Systems. Underground sprinkler systems shall be installed for each dwelling. The systems shall be maintained as operational and used whenever needed to keep lawns and landscaping in an acceptable condition. The POA shall determine what is acceptable depending on the season, weather conditions, and water availability.

(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 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 (provided further no more than two (2) adult dogs and two (2) adult 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 vehicles, 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 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 golf course. On street parking, except by visitors on a temporary basis not to exceed twenty-four (24) hours, 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. No television, radio, CB, satellite dish or outside antennas 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 or from the golf course, 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 drive-way 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. No driveway or other access to any lot is permitted from Stone Oak Parkway.

#### 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 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 groupings are required, Developer will provide the enclosure for such groupings.

#### 9. ADDITIONS

The Developer, its successors and assigns, 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 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 restriction

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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

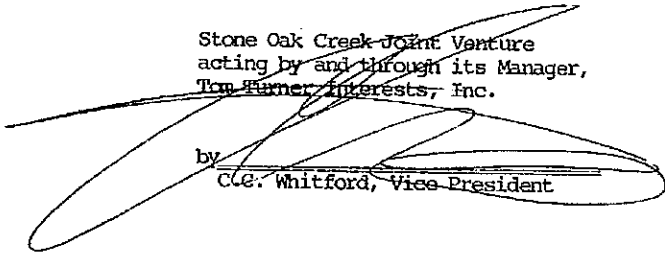
In the event any of the foregoing Restrictions is held invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity and enforceability of the other Restrictions. If one of the foregoing is subject to more than one interpretation, the interpretation which more clearly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

12. TERM 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 owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Executed this 27th day of March, 1985.

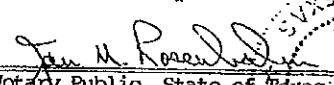
Stone Oak Creek Joint Venture  
acting by and through its Manager,  
Tom Turner Interests, Inc.

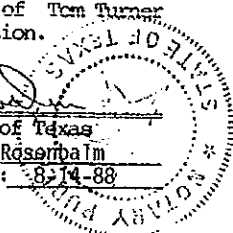
by   
C.C. Whitford, Vice President

STATE OF TEXAS  
COUNTY OF BEXAR

This instrument was acknowledged before me on this 27th day of March, 1985, by C. C. Whitford, Vice President of Tom Turner Interests, Inc., a Texas corporation, on behalf of said corporation.

*act to:*  
HOWARD PEAK  
PO Box 20659  
SAN ANTONIO, TX 78220 (7)

  
Notary Public, State of Texas  
Typed Name: Jan M. Rosenbalm  
My Commission Expires: 8-14-88



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FILED IN OFFICE  
ROBERT D GREEN  
COUNTY CLERK BEXAR CO.  
1985 MAR 27 P 4:15

STATE OF TEXAS  
COUNTY OF BEXAR  
I hereby certify that this instrument was FILED in File Number  
Seventeen on the date and at the time stamped hereon by me, and  
was duly RECORDED, in the Official Public Records of Real Property of  
Bexar County, Texas on

MAR 28 1985



*Robert D. Green*  
COUNTY CLERK BEXAR COUNTY, TEXAS

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