

1127195

DECLARATION OF RESTRICTIONS FOR SONTERRA

STATE OF TEXAS

COUNTY OF BEXAR

GREENSVIEW AT SONTERRA

On this 31<sup>st</sup> day of January, 1986, Stone Oak Creek Joint Venture (herein 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 Greensview 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 9512, Page 149 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 pursuant to this Declaration and the Declaration of Covenants of the Sonterra Property Owners Association.

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 Jay Dalbey, 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. No building may be constructed on any lot by any person or company other than a builder approved in writing by the Architectural Committee. Plans, specifications, plats, and names of builders shall be filed with the Committee by delivery to the office of the Developer and receiving a receipt for such plans, specifications, plats, and names. 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, plats, and names, said plans, specifications, plats, and names 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), but such deviation shall not be construed as a waiver of any 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 hereby 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 building shall remain uncompleted for more than one (1) year after construction has commenced. Temporary uses may be made of a house by a Builder for a sales office

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for the purpose of selling homes in the Greensview at Sonterra constructed by such Builder, 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 (1) detached single-family dwelling and one-story garage for not less than two (2) nor more than three (3) motor vehicles on each of the following Lots:

Block 8, Lots 1 through 56

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 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 2,000 square feet nor more than 2,800 square feet and, if more than one story, the ground floor shall be not less than 1,400 square feet on each of the following Lots:

Block 8, Lots 1 through 56

(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 setback shall be zero (0) feet on one side, as indicated on the plat, and ten (10) feet on the remaining side, except along Stone Oak Parkway, along which the minimum side yard requirement is fifteen (15) feet. Roof overhangs, gutters and other appurtenances may encroach upon the adjacent lot not to exceed eighteen (18) inches, without prior approval of the 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 door, window, or similar openings permitting a view toward 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 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 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 Developer. Gates in fence adjacent to the golf course shall not exceed three (3) feet in width to prevent golf cart or vehicular access. Obstruction of any easement by fences or walls shall be at the owner's risk. However, the Builder shall be required to construct an approved fence on the zero lot line from the front setback line to the rear lot line (which may incorporate the zero side wall of the residence) so that the neighboring residence will have a point of attachment to begin its own privacy wall.

(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.

(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, except as permitted under Paragraph 6(a).

(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.

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(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 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 as approved by the Architectural Committee.

(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 streets are constructed in such manner as to permit a vehicle to drive over the curb and into the driveway entrance and the curb is not to be broken out, unless approved by the Architectural Committee. Driveways and sidewalks must be

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shown on the site plan submitted for approval by 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 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 groupings are required, Developer will provide for 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 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 restriction 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.

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#### 11. SEVERANCE

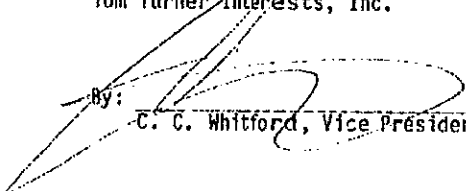
In the event any of the foregoing Restrictions is held invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity and enforceability of the other Restrictions. If one of the foregoing is subject to more than one interpretation, the interpretation which more clearly 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 (1) year unless an instrument signed by the then two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Executed this 31<sup>st</sup> day of January, 1990.


STONE OAK CREEK JOINT VENTURE  
acting by and through its Managing Partner,  
Tom Turner Interests, Inc.

By:   
C. C. Whitford, Vice President.

ORIGINAL FILE

STATE OF TEXAS  
COUNTY OF BEXAR

This instrument was acknowledged before me on this 31<sup>st</sup> day of January, 1990, by C. C. Whitford, Vice President of Tom Turner Interests, Inc., a Texas corporation, on behalf of said corporation as Managing Partner for Stone Oak Creek Joint Venture.

  
Karen Denise Hogan  
Notary Public, State of Texas

Typed Name: KAREN DENISE HOGAN

My Commission Expires: 1-7-90

Upon recordation,  
return to:

Jani F. Rhoads  
TOM TURNER INTERESTS, INC.  
P. O. Box 20659  
San Antonio, TX 78220

FILED IN CITY OFFICE  
ROBERT O. GREEN  
COUNTY CLERK BEAR CO.

1986 MAR 27 P 1:49

STATE OF TEXAS  
COUNTY OF BEXAR  
I hereby certify that this instrument was filed in the number  
of Bexar County Texas on  
MAR 31 1986  
and duly RECORDED in the Official Public Records of Bexar County  
Texas on the date and at the time stated herein by me; and  
my duty RECORDED in the Official Public Records of Bexar County  
Texas on



*Robert O. Green*  
COUNTY CLERK BEXAR COUNTY TEXAS

GF# 91-11-1267 JDR

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SUPPLEMENT  
TO  
DECLARATION OF RESTRICTIONS

GREENSVIEW AT SONTERRA

THIS SUPPLEMENT TO DECLARATION OF RESTRICTIONS (this "Supplement") is made and executed as of the date set forth below by SONTERRA'S GREENSVIEW, INC., a Texas corporation.

RECITALS

A. Stone Oak Creek Joint Venture, the then owner of the real property in Bexar County, Texas (the "Land"), described in a plat recorded in Volume 9512, Page 149, of the Deed and Plat Records of Bexar County, Texas (the "Original Plat"), executed and filed a Declaration of Restrictions dated January 31, 1986, recorded in Volume 3652, Page 1949, of the Real Property Records of Bexar County, Texas (the "Declaration"), creating certain covenants, conditions, restrictions, reservations and charges upon the Land.

B. All of the lots described in the Original Plat, other than Lots 19, 20, 25, 27, 31 and 41, have been acquired by Sonterra's Greensview, Inc. (such lots so acquired by Sonterra's Greensview, Inc. being referred to herein as the "Remaining Lots").

C. Sonterra's Greensview, Inc. has replatted and resubdivided the Remaining Lots pursuant to a Replat thereof recorded in Volume 9524, Page 27, of the Deed and Plat Records of Bexar County, Texas (the "New Plat").

D. In connection with the New Plat, and as part of the ongoing development of the Land, Sonterra's Greensview, Inc. desires set forth and clarify certain matters with respect to the Declaration.

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following matters are hereby set forth with respect to the Declaration:

1. The term "Developer," as defined and used in the Declara-

tion, shall hereafter mean and refer to Sonterra's Greensview, Inc., a Texas corporation.

2. The term "lots," as defined and used in the Declaration, shall hereafter mean and refer to Lots 19, 20, 25, 27, 31 and 41, Block 12, Greensview at Sonterra Subdivision, according to plat thereof recorded in Volume 9512, Page 149, of the Deed and Plat Records of Bexar County, Texas, together with Lots 1-18, 21-24, 26, 28-30, 39, 40, 42, 50-56 and 58-70, Block 12, Replat of Greensview at Sonterra, according to plat thereof recorded in Volume 9524, Page 27, of the Deed and Plat Records of Bexar County, Texas.

3. The Architectural Committee named and appointed in the Declaration shall hereafter mean and refer to Gerald H. Wagner, Dick Austin and Jesse A. Baker, to serve until their successors are named.

4. The building type and dwelling size restrictions contained in Subparagraphs (b) and (c) of Section 6 of the Declaration shall apply to each and all of the lots, and the incorrect reference in the Declaration to Block 8 is deleted for all purposes.

5. In connection with the New Plat, the building location restrictions contained in Subparagraph (e) of Section 6 of the Declaration are hereby clarified. If a lot is not indicated on the New Plat as being a zero lot line lot, the minimum side setback for that lot shall be five feet (5') on each side of the lot, unless that lot shares a common boundary with a zero lot line lot. If that lot shares a common boundary with a zero lot line lot, the minimum side setback on the side adjacent to the zero lot line shall be ten feet (10') unless the primary structure built on the zero lot line lot does not abut the zero lot line, in which event the minimum side setback shall be as little as five feet (5'), as long as the distance between the structures on the two adjacent lots is at least ten feet (10').

EXECUTED as of the 12<sup>th</sup> day of December, 1991.

SONTERRA'S GREENSVIEW, INC.

By:

  
Jesse A. Baker, President

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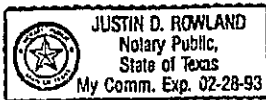
STATE OF TEXAS  
COUNTY OF BEXAR

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This instrument was acknowledged before me on the 12<sup>th</sup> day of DECEMBER, 1991, by JESSE A. BAKER, President of SONTERRA'S GREENSVIEW, INC., a Texas corporation, on behalf of said corporation.

[NOTARY'S SEAL]

*Justin D. Rowland*  
Notary Public, State of Texas



Any provision herein which restricts the sale, rental, or use of the described real property by reason of race is invalid and unenforceable under Federal Law.  
STATE OF TEXAS, COUNTY OF BEXAR  
I hereby certify that this instrument was FILED in FILE Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Bexar County, Texas on:

DEC 18 1991



*Robert D. Green*  
COUNTY CLERK BEXAR COUNTY TEXAS

AFTER RECORDING, RETURN TO:  
Mr. Jesse A. Baker  
1410 Victoria Tower  
8023 Vantage  
San Antonio, Texas 78230

FILED IN OFFICE  
ROBERT D. GREEN  
COUNTY CLERK BEXAR CO.  
NOV 17 1991

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