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DECLARATION OF RESTRICTIONS FOR SONTERRA

STATE OF TEXAS

COUNTY OF BEXAR

MIDLANDS AT SONTERRA

On this 14th day of October, 1987, Trans-Texas Interests, Inc. (herein called "Developer"), hereby declares that the land located in Bexar County, Texas, and described on the subdivision plat of The Midlands at Sonterra 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. SUBDIVISION

Developer has subdivided the Land into one or more parcels (herein called "lots") according to the subdivision plat of The Midlands at Sonterra Unit 5, recorded in Volume 9514, Pages 216-218, 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 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 filed by Developer.

2. 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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3. ARCHITECTURAL COMMITTEE

There is hereby created an Architectural Committee (the "Committee"), composed of John Farrell, Howard Peak, and Jay Dalbey, to serve until their successors are named. A majority of the Committee members may act for the Committee and no notice of any of its meetings shall be required. A vacancy

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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 8 below, have been sold by the Developer and improvements have been 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 improvement shall be erected, placed, altered, or maintained upon any lot, nor shall any exterior additions thereto or changes or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location have been submitted to and approved in writing by the Committee (considering, among other matters, the harmony of external design and location in relation to surrounding structures and topography). No building may be constructed on any lot by any person or company other than a builder approved in writing by the Committee. Plans, specifications, plats, and names of builders shall be filed with the Committee by delivery to the office of the Developer, who shall issue a receipt for such plans, specifications, plats, and names. All actions of the Committee shall be in writing, and copies of its actions shall 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.

The 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 the event of serious non-compliance, the Committee shall have the power to halt such work through legal means, the first step of which shall be 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 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 9 or any other provision hereof.

The Committee is authorized to grant, in its sole discretion, a deviation from the requirements contained in Paragraph 5, subparagraphs (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.

There shall be no review of any action of the Committee except by procedures for injunctive relief when such action by the Committee is patently arbitrary and capricious. Under no circumstances shall the Committee, or any of its members, be subject to suit by anyone for damages in connection with the Committee's actions hereunder.

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4. ASSOCIATION

Developer shall cause or has caused 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 filed by Developer, reference to which is here made for all purposes.

5. 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 use may be made of a house by Developer for a sales office until such house is sold, such period of time 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 one (1) detached single-family dwelling and a garage for not less than two (2) motor vehicles on each of the following lots:

- Block 8, Lots 1 through 34
- Block 9, Lots 1 through 32
- Block 10, Lots 1 through 48
- Block 11, Lots 1 through 17

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 Committee to deviate from this requirement. No garage shall be permanently enclosed for conversion to any other use. Open carports shall not be permitted.

(c) Dwelling Size. The living area of each single-family dwelling, exclusive of open or screened porches (covered or uncovered), garage storage rooms, stoops, open terraces, and/or servant's quarters shall be, for one story dwellings, not less than 1,900 square feet and, if more than one story, the ground floor shall be not less than 1,500 square feet and the total square feet shall not be less than 2,185 square feet, on each of the following lots:

- Block 8, Lots 1 through 34
- Block 9, Lots 1 through 32
- Block 10, Lots 1 through 48
- Block 11, Lots 1 through 17

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

(e) Building Location. No building located on any lot 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. The side lot line minimum setback shall be five (5) feet, except on corner lots where the minimum setback from the side street shall be twenty-five (25) feet. The Committee may waive the rear setback requirement for detached or semi-detached garages on an individual basis.

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, except that in no event shall any part of a structure encroach on another lot or obstruct any easement. No obstruction of 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 as set forth in subparagraph 5(e). No chainlink fence shall be permitted in any location. All fences and walls must have the written approval of the 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 either match the finish, color, and appearance of the masonry exterior portion of the house on the lot it serves or have the same finish, color, and appearance from the golf course side as the Sonterra subdivision fences constructed by the Developer. Gates adjacent to the golf course shall not exceed three (3) feet in width, in order to prevent golf cart or vehicular access. Obstruction of any easement by fences or walls shall be at the lot owner's risk.

(g) Landscaping. A landscape plan shall be submitted for approval by the Committee showing, at 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. Any builder's temporary construction office must be removed within twelve (12) months from placement on a lot.

(i) Resubdivision and Merging. No lot in the subdivision may be further subdivided. Adjoining lots may be merged, provided that the total area is landscaped and maintained as the grounds for a single residence. Lots formed by merging must be greater in area than any original lot, and will be subject to restrictions and covenants the same as the original lots. All merging of lots shall require the written approval of the Committee.

(j) Business. No gainful occupation, trade, or other non-residential

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use shall be conducted on any residential lot.

(k) Signs. No sign shall be displayed on any residential lot except one sign, of 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 shall be subject to approval by the 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 leashes 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 shall 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, recreation or travel trailer vehicle, truck larger than pick-up size (one-ton capacity), or inoperative motor vehicle 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 of over thirty-six (36) hours, unless specifically authorized by the 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 towers of any type shall be used unless placed in the attic of a residence or otherwise completely hidden from view. Location of antennas or towers must be approved by the Committee prior to installation.

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

6. DRIVEWAYS

Driveways on each residential lot must be constructed of concrete. Location, design, and any decorative surface must be approved by the 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 Committee approval.

7. 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 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. Standard rural mailbox installation on a single post shall not be permitted. Designs must be submitted to the Committee for approval. The Committee may, to comply with Postal Regulations, require mailbox groupings at selected locations in the subdivision, rather than individual boxes. If groupings are required by Postal Regulations prior to Developer's sale of all of the lots covered by these restrictions, the Developer will provide the enclosure for such groupings.

8. ADDITIONS

The Developer may bring additional properties within the scheme of this declaration 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.

9. ENFORCEMENT

Except for matters approved by the Committee pursuant to Paragraph 3, if the owner of any lot, or the owner's 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 prevails, 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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10. SEVERENCE

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 any provision of the foregoing is subject to more than one interpretation, the interpretation which more clearly reflects the intent hereof shall be enforced.

11. TERM OF RESTRICTIONS

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

Executed this 14th day of October, 1987.

TRANS-TEXAS INTERESTS, INC.

BY:

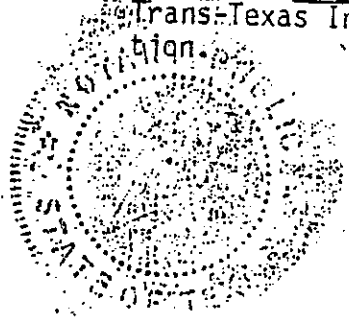
John Farrell

ITS:

President

STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on this 14th day of October, 1987, by John Farrell, President of Trans-Texas Interests, Inc., a Texas corporation, on behalf of said corporation.



Constance I. Boose

Notary Public, State of Texas
Typed Name: CONSTANCE I. BOOSE
Commission Expires: Notary Public, State of Texas
Commission Expires: 06-27-88

Upon recordation,
return to:

Jeni F. Rhoads
TRANS-TEXAS INTERESTS, INC.
P. O. Box 17770
San Antonio, TX 78217