

CORRECTION
DECLARATION OF RESTRICTIONS

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

On this 26th day of June, 1992, TB Texas, Inc. (hereinafter referred to as "Developer"), hereby declares that the land located in Bexar County, Texas, and described on the subdivision plat of The Oaks at Sonterra, hereinafter described (the "Subdivision"), shall be transferred, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions, reservations and charges (hereinafter referred to as "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.

I.

Developer is the owner of the real property located in Bexar County, Texas (hereinafter referred to as the "Land"), being described as follows:

TRACT II:

Being a 184.713 acre tract of land out of the following:

The L.C. Grothaus Survey No. 10, Abstract No. 931, County Block 4940; the August Reuss Survey No. 920, Abstract No. 868, County Block 4939; and also being out of a 777.146 acre tract of land described in Volume 2982, Page 744, of the Deed Records of Bexar County, Texas.

Said 184.713 acre tract being more particularly described as follows:

BEGINNING AT:

A found iron pin, said iron pin being in the north right-of-way line of Huebner Rd. of the Stone Oak Unit-5 Subdivision described in Volume 9511, Page 204, and also being the southwest corner of the Highlands of Sonterra Unit-3 Subdivision as described in Volume 9512, Page 207 of the Deed and Plat Records of Bexar County, Texas;

THENCE, a distance of 545.43 feet along the arc of a curve to the left, said curve having a central angle of 15° 12'26", a radius of 2,055.00 feet, a tangent of 274.33 feet, a chord bearing of S. 78° 10'55" W and a chord length of 543.83 feet, and along the north right-of-way line of Huebner Rd., to a found iron pin, said iron pin also being the point of tangency of this curve;

THENCE, S. 70° 34'42" W for a distance of 2,924.68 feet, along the north right-of-way line of Huebner Rd. to a found iron pin, said iron pin also being a point of curvature;

THENCE, a distance of 824.29 feet along the arc of a curve to the left, said curve having a central angle of 21° 54'56", a radius of 2,155.00 feet, a tangent of 417.24 feet, a chord bearing of S. 59° 37'14" W and a chord length of 819.27 feet, and along the north right-of-way line of Huebner Rd. to a found iron pin.

THENCE, N 80° 54'35" W for a distance of 130.98 feet, to a found iron pin;

VOL. 5374 PAGE 2016

THENCE, S 73° 22'09" W for a distance of 267.82 feet, to a found iron pin;

THENCE, N 27° 46'10" W for a distance of 841.74 feet, to a found iron pin;

THENCE, N 82° 24'35" W for a distance of 339.71 feet, to a found iron pin;

THENCE, N 28° 56'33" W for a distance of 416.99 feet, to a found iron pin, said iron pin being in the south boundary line of a 103.831 acre tract of land described in Volume 3985, Page 1 of the Real Property Records of Bexar County, Texas;

THENCE, N 59° 02'15" E for a distance of 652.67 feet, along the south boundary line of the 103.831 acre tract, to a found iron pin;

THENCE, N 59° 03'50" E for a distance of 2,150.06 feet, along the south boundary line of the 103.831 acre tract, to a found iron pin;

THENCE, N 75° 17'53" E for a distance of 307.57 feet, along the south boundary line of the 103.831 acre tract and also along the south boundary line of a 1272.636 acre tract described in Volume 7057, Page 53, of the Deed Records of Bexar County, Texas, to a found iron pin;

THENCE, N 75° 07'38" E for a distance of 1,527.66 feet, along the south boundary line of the 1272.636 acre tract, to a found iron pin;

THENCE, N 75° 05'15" E for a distance of 252.90 feet, along the south boundary line of the 1272.636 acre tract, to a found iron pin, said iron pin also being the northwest corner of the Highlands of Sonterra Unit-3 Subdivision;

THENCE, S 22° 17'13" E for a distance of 101.12 feet, along the west boundary line of the Highlands of Sonterra Unit-3 Subdivision, to a found iron pin;

THENCE, S 48° 25'30" E for a distance of 95.96 feet, along the west boundary line of the Highlands of Sonterra Unit-3 Subdivision; to a found iron pin;

THENCE, S 05° 36'25" E for a distance of 111.46 feet, along the west boundary line of the Highlands of Sonterra Unit-3 Subdivision; to a found iron pin;

THENCE, S 61° 16'31" E for a distance of 88.41 feet, along the west boundary line of the Highlands of Sonterra Unit-3 Subdivision; to a found iron pin;

THENCE, S 31° 09'38" E for a distance of 225.00 feet, along the west boundary line of the Highlands of Sonterra Unit-3 Subdivision; to a found iron pin;

THENCE, S 22° 26'59" E for a distance of 251.18 feet, along the west boundary line of the Highlands of Sonterra Unit-3 Subdivision; to a found iron pin;

THENCE, S 17° 42'24" E for a distance of 204.25 feet, along the west boundary line of the Highlands of Sonterra Unit-3 Subdivision; to a found iron pin;

THENCE, S 06° 54'01" E for a distance of 186.82 feet, along the west boundary line of the Highlands of Sonterra Unit-3 Subdivision; to a found iron pin;

THENCE, S 30° 14'29" E for a distance of 117.18 feet, along the west boundary line of the Highlands of Sonterra Unit-3 Subdivision; to a found iron pin;

THENCE, S 39° 41'24" E for a distance of 274.27 feet, along the west boundary line of the Highlands of Sonterra Unit-3 Subdivision; to a found iron pin;

THENCE, S 39° 11'31" E for a distance of 130.00 feet, along the west boundary line of the Highlands of Sonterra Unit-3 Subdivision; to a found iron pin;

THENCE, S 58 51'13" E for a distance of 93.45 feet, along the west boundary line of the Highlands of Sonterra Unit-3 Subdivision; to a found iron pin;

To the POINT OF BEGINNING of this tract;

Said tract containing 184.713 acres (8,046,113 square feet) of land, more or less.

II.

SUBDIVISION

Developer has subdivided a portion of the Land into one or more parcels (hereinafter referred to as "Lots"), according to the subdivision plat of The Oaks at Sonterra Unit 1, recorded under Volume 9524, Page 221, 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 pursuant to this Declaration and the Declaration of Covenants of The Sonterra Property Owner's Association and the Stone Oak Master Plan.

III.

PURPOSE

The Land is encumbered by these restrictions for the following reasons:

1. To ensure the best and highest use and most appropriate development of the property;
2. To protect lot owners against improper use of surrounding lots;
3. To preserve so far as practicable the natural beauty of the property;
4. To guard against the erection of poorly designed and/or proportioned structures of improper or unsuitable materials;
5. To encourage and secure the erection of attractive improvements on each lot with appropriate locations;
6. To secure and maintain proper setbacks from streets and adequate free space; and
7. In general, to provide for development of the highest quality to enhance the value of the investment made by lot owners.

IV.

USE

All Lots shall be used for single-family residential purposes only.

VOL 53 / 4 PAGE 2016

No owner shall occupy or use his lot or any improvements constructed thereon or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, his family, guests and tenants.

No building material of any kind shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then, the material shall be placed within the property lines of the lot upon which the improvements are erected and shall not be placed on the street or between the curb and property line.

V.

ARCHITECTURAL COMMITTEE

There is hereby created an Architectural Committee (hereinafter referred to as "the Committee"), composed of M. W. Manning, Teri Colver and Shozo Sugino, 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 on the Committee shall be filed by the Developer. When all of the Lots subject to this Declaration, including those which may be subject hereto under paragraph IX 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 Owner's Association (hereinafter referred to as "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 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 things, 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 and 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 (within the discretion of the Committee), the Committee shall have the power to halt and enjoin such work through legal means or remedies available in accordance with the laws of the State of Texas. In the event the Committee determines there is a situation of non-compliance, the Committee shall reasonably attempt to provide notice to the homeowner, builder, contractor or party which is determined to be in non-compliance with these restrictions before instituting legal procedures to enjoin the continuation of non-compliance. The Committee shall require the resolution of any such non-compliance prior to the continuation of construction. In addition, a final inspection and certification of compliance issued by the Committee shall be required prior to occupancy of the premises restricted hereby.

VOL 3 1 4 1000-2

Construction done pursuant to and in accordance with the 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 X or any other provision hereof.

The Committee is authorized to grant, in its sole discretion, deviation from the requirements contained in paragraph VI, subparagraphs (b), (c), (d), (e), (f), (g) 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.

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.

VI.

RESTRICTION ON LOTS

(a) Land Use. All lots in the subdivision shall be used for single-family residential purposes, save and except Lots 598, 599 and 600, which shall be used in accordance with the plat hereinbefore described. 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 or structure shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling and attached or detached garage for not less than two (2) motor vehicles on each of the following lots:

Unit 1, Lots 217 - 229
Unit 1, Lots 290 - 303
Unit 1, Lot 349
Unit 1, Lots 403 - 430

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 1,800 square feet and, if more than one-story, the ground floor shall not be less than 1,200 square feet and the total square feet shall not be less than 2,000 on each of said lots designated in paragraph B hereinabove.

(d) Building Materials. The exterior walls of the main resident building constructed on any lot shall be at least seventy-five percent (75%) by area, composed of masonry or masonry veneer, said percentage to apply to the area of the walls of the structure exclusive of doors, windows and similar openings. The minimum masonry requirement specified shall apply to the lower floor only

for a two-story dwelling. Masonry or masonry veneer include stucco, ceramic tile, clay, brick, rock and all other materials commonly referred to in the San Antonio, Bexar County area as masonry.

The surface of all roofs of principal and secondary structures shall be slate, tile, metal or architectural series quality composition shingle of a minimum of 280 lbs. Wood roofing materials are specifically excluded from use in the subdivision.

(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 for corner lots where the minimum setback from the side street shall be ten (10) feet. The Committee may waive the rear setback requirement for 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 V(e). No chain-link 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. Obstruction of any easement as established by the plat for the subdivision 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 planning 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 this subdivision may be further subdivided. Adjoining lots may be merged, provided 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 and shall be subject to approval by any local, state or federal regulations applicable thereto.

(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, 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 Operations. 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 the 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 and 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 the 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 a pick-up size (one-ton capacity), or inoperative motor vehicle shall be or remain parked or in any 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) Antennas and Towers. No television, radio, CB, satellite dish or other 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.

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

VII.

SIDEWALKS

In conjunction with the construction of any dwelling within the subdivision, a sidewalk must be constructed at owner's cost in a good and workmanlike manner along and adjacent to the front curb-line of such lot at least three (3) feet in width and otherwise in accordance with any requirements of the Committee. On any such lot located at the corner of an intersection of public

street, sidewalks in conformance with the above requirements shall also be constructed along and adjacent to the side curb-line of the lot and further shall provide on each corner lot ramp access at the curb.

Entry sidewalks from the street to the dwelling shall be three (3) feet in width.

VIII. MAILBOXES

Mailboxes shall be located at selected locations in the subdivision in accordance with postal regulations and requirements. The grouped mailboxes as may be required by postal regulations shall be provided by the Developer. In the event a cluster of mailboxes are not required by the U.S. Postal Service, the Committee shall control the standards and approve construction of mailboxes to be constructed on any of the lots.

IX. 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.

X. ENFORCEMENT

Except for matters approved by the Committee pursuant to Paragraph V, 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.

XI. SEVERANCE

In the event any of the foregoing Restrictions are 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.

XII.

TERM OF RESTRICTIONS

The Restrictions shall run with and bind with 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 (1) 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.

This Correction Declaration of Restrictions is made in place of and as a correction of that Declaration of Restrictions, dated June 26, 1992, executed by TB Texas, Inc. and filed for record under Clerk's file No. 2275893, in the Official Public Records of Real Property of Bexar County, Texas, wherein by typographical error or mistake a portion of the lot numbers were mistakenly described in paragraph VI, subparagraph (b) as "Unit 1, Lots 217-219," when in truth and fact such lots are "Unit 1, Lots 217-229," and this instrument is made by TB Texas, Inc. in order to correct said mistake, and in all other respects confirming said former Declaration of Restrictions.

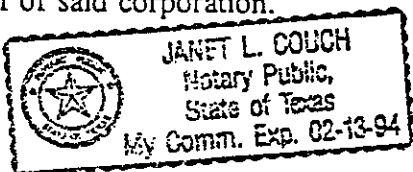
EXECUTED this 26th day of June, 1992.

TB TEXAS, INC.

By: Mickey Manning
Its: Secretary/Treasurer

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this the 26th day of June, 1992 by Mickey Manning, Sec/Tres. of TB Texas, Inc., a Texas corporation, on behalf of said corporation.



Janet L. Couch
Notary Public, State of Texas

AFTER RECORDATION RETURN TO:

Michael B. Thurman
THURMAN & PHILLIPS, P.C.
8000 I.H.10 West, Suite 1000
San Antonio, Texas 78230-3896

h:\wplclients\tb\texas\closing\restrict.doc

VOL 5 3 7 4 PAGE 2 0 2 4

Any provision herein which restricts the sale or use of the described property because 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 hereon by me and was duly recorded in the Official Public Records of Real Property of Bexar County, Texas on



JUN 29 1992

Robert D. Green

County Clerk Bexar County, Texas

1992 JUN 26 P 3:55

FILED IN OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.