

Policy Relating to Compliance Agreement

WHEREAS, the Board of Directors of the SONTERRA PROPERTY OWNERS ASSOCIATION, INC. ("SONTERRA"), has authority to adopt rules and regulations regarding the use of the properties located within SONTERRA and subject to the Declaration of Covenants recorded at Volume 3418, Page 1980, Real Property Records of Bexar County, Texas, as amended from time to time;

WHEREAS, the architectural committee of SONTERRA has the power to perform the duties as specified in Section 2 of the Bylaws of SONTERRA which are recorded in Volume 9892, Page 667, Real Property Records of Bexar County, Texas, as amended from time to time;

NOW, THEREFORE, for the above and other reasons, the Board of Directors of the Sonterra Property Owners Association, Inc., has duly adopted the form of Compliance Agreement attached hereto as Exhibit "A" as an agreement to be entered into by the parties as a condition to construction within SONTERRA.

This policy was duly adopted by the Board of Directors of the Sonterra Property Owners Association, Inc., on the 15th day of SEPTEMBER, 2005.

SONTERRA PROPERTY OWNERS ASSOCIATION, INC.

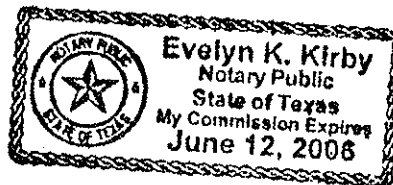
By: SANDRA L. WHITLEY, President

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me this 15th day of SEPTEMBER, 2005, by SANDRA L. WHITLEY, President of the Sonterra Property Owners Association, Inc., a Texas corporation, on behalf of said corporation.

Evelyn K. Kirby
Notary Public, State of Texas

After Recording, Return To:
Sonterra Property Owners Association, Inc.
19210 Huebner Road, Suite 102
San Antonio, Texas 78258



**SONTERRA PROPERTY OWNERS ASSOCIATION
ARCHITECTURAL REVIEW COMMITTEE**

COMPLIANCE AGREEMENT

This agreement is made by and between the Architectural Review Committee (the "ARC") of the Sonterra Property Owners Association, Inc. (the "Association") and _____, who is the Owner ("Owner") of real property located within San Antonio, Bexar County, Texas, known as Lot _____, Block _____, within the unit of a development known as _____, and which is more commonly known by its street address, which is _____ ("Property").

(a) Owner has this day remitted to the Association, in accordance with the attached Compliance Fee and Deposit Schedule (hereinafter referred to as Exhibit "A"), the sum of \$ _____, being the total of the following:

1. A deposit in the sum of \$ _____ (the "deposit") from which violation charges, as listed in the attached Schedule of Compliance Violation Charges (hereinafter referred to as Exhibit "B"), will be deducted. The ARC acknowledges receiving the Owner's deposit representing the Owner's agreement to fully and faithfully construct improvements on Owner's property in compliance with all applicable recorded deed restrictions, rules, policies and regulations of the Association (collectively, the "Restrictive Covenants" and "policies"), and the plan approval conditions set forth by the ARC and accepted by the Owner.

2. Non-refundable fee in the amount of \$ _____ for plan review and/or inspections.

- (b) Prior to deducting any amounts from the deposit or assessing any fines or charges hereunder, the Association (either directly or through the ARC) shall provide Owner with any applicable statutory notice and right to cure.
- (c) If Owner fails to repair or cause to be repaired any damage to the common areas (streets, walkways, gates, lighting, irrigation, etc.) caused by Owner, Owner's contractor, sub-contractor or supplier, within the time specified in the notice provided under paragraph (b), then the Association may apply any portion of the deposit as it deems reasonably necessary to have such repairs completed, as well as assess the charges outlined in the Schedule of Compliance Violation Charges attached as Exhibit "B". All such costs and charges, as well as all attorney's fees and expenses incurred by the Association in enforcing the covenants and policies, shall be at Owner's sole expense and shall be deducted from the deposit.
- (c) If, at any time during construction, or within thirty (30) days following completion of construction (as defined by an inspector hired by the Association to determine compliance with the Restrictive Covenants, plan approval conditions and policies) of Owner's improvements or landscaping, the ARC determines that the Owner has failed or is failing to construct improvements in accordance with the approved plans, Restrictive Covenants and policies, and the Owner fails to correct the violation within the time specified in the notice provided under paragraph (b), then the Association may, at its option, take appropriate action to enforce compliance and correction of the violation including, without limitation, stoppage of work on the construction site until the site is brought into compliance. Additionally, the Association may assess a violation charge as set forth in Exhibit "B." All such costs and charges, as well as all attorney's fees and expenses incurred by the

Association in enforcing the covenants and policies, shall be at Owner's sole expense and shall be deducted from the deposit.

- (d) Prior to any charge, cost, fee or other expense being charged against an Owner's deposit, with the exception of charges for removal of trash and debris, the ARC shall determine the validity of the violation by a majority vote of a quorum of the ARC. A charge for "Trash and Debris" shall be at the sole discretion of the Association Manager or a designated representative. Any owner wishing to appeal the assessment of a violation charge, cost, fee or other expense may do so by a written request to appear before the ARC at a regularly scheduled meeting. Notice of the request to appear must be given to the ARC prior to their meeting dates currently scheduled for the 1st and 3rd Thursdays of the month in order to be heard at the next scheduled meeting. Construction sites will only be shut down by a majority vote of a quorum of the ARC.
- (e) When the balance of an Owner's deposit reaches \$500 or less, the Owner shall be required to contribute an amount to bring the balance of the deposit back up to the amount of the initial deposit before construction may continue.
- (f) The Association will hold the deposit until at least **thirty (30) days after the completion of construction**. At that time, if it appears that the construction has been completed in compliance with the approved plans, Restrictive Covenants and policies, the balance of the deposit, after deduction of all charges, costs and expenses as provided herein, shall be returned to the Owner. The Association, however, may retain the deposit so long as any violation remains on-going and shall return the balance of the deposit, after deduction of all charges, costs and expenses as provided herein, to Owner only after satisfactory correction of all violations. The Association will supply owner with an itemized list of all such deductions. Such deductions will be limited to violations and/or damages, charges,

costs and other expenses for which Owner is liable under this agreement or as a result of breaching it.

- (g) Any failure of the ARC or Association to seek enforcement or compliance during the periods specified herein shall not be deemed a waiver of the rights of the ARC or Association to seek enforcement or compliance at any time thereafter.
- (h) All remedies herein expressly provided for herein are cumulative of any and all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any of the other governing documents of the Association, and the Association shall, in addition to the remedies herein provided, be entitled to avail themselves of all such other remedies, and resort to any remedy provided for hereunder or under any other governing document or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

This Agreement is executed and accepted on this the _____ day of _____, 20____.

OWNER

Printed Name: _____ Date: _____
Mailing Address _____

SONTERRA PROPERTY OWNERS ASSOCIATION, INC.

By: _____ Date: _____
Printed Name: _____
Its _____

ACKNOWLEDGEMENT OF RECEIPT OF COMPLIANCE AND DEPOSIT FEE

Receipt is hereby acknowledged this _____ day of _____, 2005, of the fee and deposit referenced in the above Compliance Agreement in the amount of \$ _____, provided by _____ [Owner] in the form of _____ [Payor's Name] Check No. _____.

SONTERRA ARCHITECTURAL REVIEW COMMITTEE

By: _____
Printed Name: _____
Its _____

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, A Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20____.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, A Notary Public, on this day personally appeared _____, _____ of the Sonterra Property Owners Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed in the capacity therein stated, and on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20____.

Notary Public, State of Texas

Exhibit "A"

COMPLIANCE FEE AND DEPOSIT SCHEDULE

Compliance fees are payable in conjunction with final plan submittal.

1. New Home Construction (per residence)

Plan Review and Inspection Fee:	\$825.00 (non-refundable fee)
Construction Deposit:	<u>\$1,500.00</u> (This deposit is subject to forfeiture for non-compliance. See Exhibit B)
Total of fees plus deposit	\$2,325.00

(Deposit will be totally refunded if there are no penalties or damage during construction process)

2. Remodel

A. Major Remodel/Addition: (over 25% of sq. ft. of the 1st floor of home):

Plan Review and Inspection Fee:	\$500.00 (non-refundable fee)
Construction Deposit:	<u>\$1000.00</u> (This deposit is subject to forfeiture for non-compliance. See Exhibit B)

Total of fees plus deposit **\$1,500.00**
(Deposit will be totally refunded if there are no penalties or damage during construction process)

B. Minor Remodel/Addition: (under 25% of sq. ft. of the 1st floor of home)

Plan Review Fee:	\$325.00 (non-refundable fee)
Construction Deposit:	<u>\$500.00</u> (This deposit is subject to forfeiture for non-compliance. See Exhibit B)

Total of fees plus deposit **\$825.00**
(Deposit will be totally refunded if there are no penalties or damage during construction process)

3. Renovations:

No fee

Examples include: Patio Extensions, Decks, Playscapes, Arbors, Sprinkler System Installations, Painting of the Exterior, etc.

4. Pools:

Plan Review and Inspection Fee:	\$325.00 (non-refundable fee)
Construction Deposit:	<u>\$1000.00</u> (This deposit is subject to forfeiture for non-compliance. See Exhibit B)

Total of fees plus deposit **\$1,325.00**
(Deposit will be totally refunded if there are no penalties or damage during construction process)

5. Landscaping

A. Major Landscaping: (over 50% of front or rear landscapable surface area):

Plan Review Fee:	\$ 50.00 (non-refundable fee)
Project Deposit:	<u>\$750.00</u> (This deposit is subject to forfeiture for non-compliance. See Exhibit B)

Total required prior to construction **\$900.00**
(Deposit will be totally refunded if there are no penalties or damage during construction process)

B. Minor Landscaping: No fee (plant replacement, small tree installation, etc)

Exhibit "B"

COMPLIANCE VIOLATION CHARGES

Deposits for Compliance Charges (as listed on Exhibit "A") are payable in conjunction with final plan submittal. Payment of the deposit or any charges does not grant a variance for the violation. All violations must be corrected to come into compliance. If there is a subsequent violation of the same rule, the fee will double with each subsequent violation.

Violation Charges:

- | | |
|--|--------------------------|
| 1. *Construction Commencement Prior To ARC Approval
(Construction defined as setting of forms. Grading and/or clearing is allowed.) | \$500 |
| 2. *Construction/Landscape Installation Not In Accordance With Approved Plans
(Significant changes to design, materials, or colors) | \$500
Each Occurrence |
| 3. *Damage to Common Areas (in addition to real property damage) | \$100
Each Occurrence |
| 4. *Construction/Landscape Violations of Sonterra Construction Rules/Policies | \$100
Each Occurrence |
| 5. *Failure to Timely Complete Construction as Specified in
Restrictive Covenants Pertinent to Construction Location | \$500 |

***If agreement with the Association to correct violations is not made within the time specified in the violation notice, violation may be subject to a fee of \$50 per day until the violation is corrected.**

- | | |
|--|--------------------------|
| 6. Site Not Properly Maintained:
Items to be on site prior to Commencement of Construction:
Portable Toilet.
Construction Fencing
Containment of Personal Trash and Debris
Items to be on site prior to Commencement of Framing:
Construction Dumpster (or approved alternative)
Trash and Debris on lot:
All construction materials are to be kept and stacked in a safe environment and not capable of blowing onto other properties.
Construction materials/equipment on other properties without written permission from Owner. | \$50/day |
| 7. Violation of Construction Hours/Days | \$50
Each Occurrence |
| 8. Variance Request Fee | \$100
Each Occurrence |

Any provision herein which restricts the sale, or use of the described real 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 Record of Real Property of Bexar County, Texas on:

SEP 15 2005



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20050212485 Fees: \$52.00
09/15/2005 3:40PM # Pages 10
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERRY RICKHOFF COUNTY CLERK