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**SONTERRA WEST**  
**AMENDED AND RESTATED**  
**DEVELOPMENT AREA DECLARATION**

[Sonterra West, Section 8-C; Sonterra West, Section 7-A, Phase I; Sonterra West, Phase VI; Sonterra West, Section 8-B; Sonterra West, Phase 1B; Sonterra West, Phase IIB-1; Sonterra West, Phase IV; Sonterra West, Phase V-A; Sonterra West, Phase 8-A, Phase 1; Sonterra West, Phase V-B; Sonterra West, Phase III, Phase I]

**THIS DOCUMENT AMENDS AND RESTATES THAT CERTAIN DEVELOPMENT AREA DECLARATION SONTERRA WEST, RECORDED UNDER DOCUMENT NO. 2013036650 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THAT CERTAIN FIFTH AMENDED AND RESTATED SONTERRA WEST DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED UNDER DOCUMENT NO. 2007102321 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THAT CERTAIN FIRST AMENDMENT TO FIFTH AMENDED AND RESTATED SONTERRA WEST DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED AS DOCUMENT NO. 2009014716 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND THAT CERTAIN NOTICE OF ANNEXATION AND AMENDMENT TO FIFTH AMENDED AND RESTATED SONTERRA WEST DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED AS DOCUMENT NO. 2011023008 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.**

**Declarant: SONWEST CO., INC., a Texas corporation**

**Cross reference to Sonterra West Master Covenant, recorded as Document No. 2013035848 in the Official Public Records of Williamson County, Texas.**

**The terms and provisions of the aforementioned document also apply to the Development Area encumbered by this Development Area Declaration.**

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**AMENDED AND RESTATED  
SONTERRA WEST DEVELOPMENT AREA DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

[Sonterra West, Section 8-C; Sonterra West, Section 7-A, Phase I; Sonterra West, Phase VI; Sonterra West, Section 8-B; Sonterra West, Phase 1B; Sonterra West, Phase IIB-1; Sonterra West, Phase IV; Sonterra West, Phase V-A; Sonterra West, Phase 8-A, Phase 1; Sonterra West, Phase V-B; Sonterra West, Phase III, Phase I]

This Development Area Declaration for Sonterra West Existing Sections, as further defined herein, (the "**Declaration**") is made by **SONWEST CO., INC.**, a Texas corporation (the "**Declarant**"), and is as follows:

**RECITALS**

**A.** Theron Vaughan and Ellie Vaughan a/k/a Sonterra Development, LLC of Jarrell Texas a/k/a Sonterra Development, LLC, previously executed and recorded that certain Development Area Declaration Sonterra West recorded under Document No. 2013036650 in the Official Public Records of Williamson County, Texas, that certain Fifth Amended and Restated Sonterra West Declaration of Covenants, Conditions and Restrictions recorded under Document No. 2007102321 in the Official Public Records of Williamson County, Texas, that certain First Amendment to Fifth Amended and Restated Sonterra West Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2009014716 in the Official Public Records of Williamson County, Texas and that certain Notice of Annexation and Amendment to Fifth Amended and Restated Sonterra West Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2011023008 in the Official Public Records of Williamson County, Texas (the "**Original Declaration**").

**B.** Pursuant to the terms and provisions of the certain Assignment of Declarant's Rights, recorded as Document No. 2012074824, Official Public Records of Williamson County, Texas, SonWest presently holds the rights of the "**Declarant**" under the Original Declaration. Accordingly, all references herein to Declarant shall mean and refer to SonWest acting in such capacity, and its successors and assigns.

**C.** Pursuant to Section 9.01 of the Original Declaration, the Declarant, acting alone, may amend the Original Declaration for any purpose until Declarant no longer holds a majority of the votes in the Association.

**D.** Declarant holds a majority of the votes in the Association and now desires to amend certain provisions of the Original Declaration, and restate the Original Declaration in its entirety, as set forth hereinbelow.

E. Pursuant to the provisions of that certain Sonterra West Master Covenant, recorded as Document No. 2013035848 in the Official Public Records of Williamson County, Texas (the "**Covenant**"), this Declaration is filed with respect to that certain real property located in Williamson County, Texas, as more particularly described on Exhibit "A" attached hereto (the "**Development Area**"), which was heretofore subjected to the Original Declaration, and shall constitute a portion of the Development (as defined below) and be governed by and fully subject to the Covenant and this Declaration as an amendment and restatement of the Original Declaration in its entirety.

**A Development Area is a portion of Sonterra West which is subject to the terms and provisions of the Covenant and the Development Area Declaration. A Development Area Declaration includes specific restrictions which apply to the Development Area, in addition to the terms and provisions of the Covenant.**

F. Declarant intends for this Declaration to serve as one of the "Development Area Declarations" permitted under the Covenant and desires that the Development Area described and identified in Exhibit A attached hereto will constitute one of the Development Areas which is permitted, contemplated and defined under the Covenant.

**NOW, THEREFORE**, it is hereby declared: (i) that all of the Development Area, which had heretofore been subjected to the Original Declaration, shall be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with the Development Area and will be binding upon all parties having right, title, or interest in or to the Development Area or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; (ii) all dedications, limitations, restrictions and reservations shown on a Plat (as defined below) and all grants and dedications of easements, rights-of-way, restrictions and related rights made prior to any portion of the Development Area becoming subject to this Declaration are hereby incorporated into this Declaration for all purposes as if fully set forth herein and shall be construed as adopted in each and every contract, deed or conveyance; (iii) that each contract or deed which may hereafter be executed with regard to the Development Area, or any portion thereof, will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iv) that this Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Covenant.

## ARTICLE 1 DEFINITIONS

**1.01 Defined Terms.** Unless the context specifies or requires otherwise, the following words and phrases when used in this Declaration will have the meanings hereinafter specified:

**"Association"** means Sonterra West Master Community, Inc., a Texas non-profit corporation.

**"Bylaws"** means the bylaws of the Association, as amended from time to time.

**"Covenant"** means that certain Sonterra West Master Covenant, recorded as Document No. 2013035848 in the Official Public Records of Williamson County, Texas, as amended.

**"Declarant"** means SONWEST CO., INC., a Texas corporation, its successors or assigns; provided that any assignment(s) of the rights of SONWEST CO., INC., a Texas corporation, as Declarant, must be expressly set forth in writing and recorded in the Official Public Records of Williamson County, Texas.

The "Declarant" is the party who causes the Development Area to be developed for actual residential use. The Declarant enjoys special privileges to help protect its investment in the Development Area. These special rights are described in this Development Area Declaration. Many of these rights do not terminate until Declarant either: (i) has sold all Lots which are included in the Development Area; or (ii) voluntarily terminates these rights by a written instrument recorded in the Official Public Records of Williamson County, Texas.

**"Homebuilder"** refers to any Owner who is in the business of constructing residences for resale to third parties and intends to construct a residence on such Lot for resale to a third party.

**1.02 General Definitions.** Unless the context specifies or requires otherwise, capitalized terms used but not defined in this Declaration are used and defined as they are used and defined in the Covenant.

## ARTICLE 2 USE RESTRICTIONS

All of the Development Area will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

## 2.01 Subdividing.

(a) Restrictions. The Owner of any Lot may not further divide or subdivide that Lot, and may not convey any easements or other interests in the Lot less than the whole (other than conveyance of a fee simple interest to one or more persons or entities who will then be joint owners of the Lot) without the prior written approval of the Sonterra West Reviewer.

(b) Sonterra West Reviewer Consideration and Approval. In considering a request for further subdivision or a restricted conveyance of less than a whole Lot, the Sonterra West Reviewer will consider, among other things, the proposed use of the affected property and any Improvements proposed to be constructed on the affected property, the effect on crowding in the area, uniformity of development, compatibility with surrounding Improvements and uses, and any other matters affecting compliance with and enforcement of these Development Area Declarations as the Sonterra West Reviewer determines to be relevant to its consideration.

(c) Assessments. If the entirety of the area of an existing Lot is proposed to be resubdivided to be included in and combined with the area of one or more surrounding lots, so that the total of affected Lots after such re-subdivision is one less than the total of affected Lots immediately before the re-subdivision, the Sonterra West Reviewer may, as a condition of approval of the subdivision, require that the owner (s) of the resulting re-subdivided Lots pay Assessments that exceed the amount of any uniform assessment that the Board establishes from year to year by the percentage of the area of the extinguished Lot that is included in the new area of the resulting re-subdivided Lot. By way of example only, if a Lot is re-subdivided so that one-half of its area is combined with each of the adjoining Lots on either side, the Sonterra West Reviewer may require the Owners of each of such adjoining Lots after re-subdivision to pay Assessments that are 150% of the uniform amount of such Assessments. The Owner(s) of the resulting re-subdivided Lot (s) will, on request of the Sonterra West Reviewer and as a condition of approval of the re-subdivision, execute any document for recording in the Official Public Records of Williamson County, Texas, that is reasonably necessary to impose, as a covenant running with the Lot benefiting the Association, the obligation to pay such enhanced Assessments.

(d) Exception. This Section does not restrict or prohibit either a conveyance of a lien against a Lot to secure any indebtedness, or on a conveyance of a fee simple interest in a Lot resulting in two or more owners of undivided interests in such Lot.



## 2.02 General Use.

(a) Uses. The Development Area will be improved and used for single-family residential purposes only, except for property designated Multi-Family as provided herein or for use as Common Area, except as otherwise expressly provided in this Declaration. No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of the Development Area, except an Owner or Occupant may conduct business activities within a residence so long as: (i) such activity complies with all the applicable zoning ordinances (if any); (ii) participation in the business activity is limited to the Owner(s) or Occupant(s) of a residence; (iii) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business within the Development Area, sound, or smell from outside the residence; (iv) the business activity does not involve door-to-door solicitation of residents within the Development; (v) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Development Area which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Development Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development as may be determined in the sole discretion of the Board; and (vii) the business does not require the installation of any machinery other than that customary to normal household operations. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

(b) Temporary Exception. Nevertheless, a Homebuilder may use a Lot as a model home during the development, marketing, and construction phases for the Development Area.

(c) Common Area. Common Area may be improved and used for active and passive recreational purposes for the primary benefit of Owners and occupants of portions of the Development Area.

(d) Change of Use. From time to time the Sonterra West Reviewer may change the use of the Development Area from single-family to multi-family

(which would include garden homes, duplexes, triplexes, apartments, or other designations) as it determines to be in the best interest of the Owners.

**2.03 Common Area.**

(a) Ownership. The Association will own and/or hold the Common Area for the common use and enjoyment of the Owners.

(b) Improvement, Use and Occupancy. A person may not improve, use, or occupy any land within any Common Area, except in such manner that the Association has approved, in their discretion, subject to the approval of the Sonterra West Reviewer as provided in subsection (b) of *Section 2.04* of this Development Area Declaration. This required approval will extend to the nature and type of use, occupancy, and Improvement.

(c) Maintenance. The Association will have the obligation to maintain the Common Area.

**2.04 Construction Activities.**

(a) Allowed Activities. Nothing in this Declaration will be construed so as to interfere with unreasonably or to prevent normal construction activities during an Owner's construction of Improvements on any Lot within the Development Area. Specifically, these construction activities will not constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs, or similar activities, if the construction of Improvements is pursued to completion with reasonable diligence and conforms to usual construction practices in the area and in compliance with the time provisions of *Section 3.14* of this Declaration.

(b) Temporary Waiver. If any dispute arises regarding these construction activities, the Sonterra West Reviewer may grant a temporary waiver of the applicable provision, provided that the waiver will be only for the reasonable period of the subject construction.

**2.05 Good Condition and Repair of Buildings.** At all times, each Owner will maintain and keep all Improvements on the Owner's Lots in good condition and repair and adequately painted.

**2.06 Maintenance of Lawns, Plantings and Improvements, and Yards.**

(a) Maintenance. Each Owner will keep shrubs, trees, grass, and plantings of every kind on the Owner's Lot cultivated, pruned, and mowed, and will keep yards free of trash and other unsightly material.

(b) Diseased Trees. The Owner of a diseased tree will cause the timely treatment or removal, as appropriate, of the tree in order to save the tree and/or prevent the spread of disease.

(c) Oak Wilt Control.

i. Authority to Control. If Oak Wilt disease occurs within the Development Area, the Association is authorized, at the expense of the Association, to enter onto any Lot and, without causing harm to any Improvement located on the Lot, cause trenching to be installed sufficient for the control or eradication of the Oak Wilt disease discovered in the vicinity. The Association will engage and rely on the advice of a professional arborist in determining the nature and location of any trenching installed pursuant to this Section. Each Owner will allow the entry onto his Lot and the installation of a trench as provided in this Section.

ii. Notice and Cooperation. The Association will provide written notice to the Owner of each Lot on which trenching will occur not less than five (5) days prior to the trenching work. The Association will reasonably cooperate with each affected Owner in scheduling any trenching work and locating the site of the trenching.

iii. Damage. At its cost, the Association will cause the reasonably prompt repair or replacement of any damage to any landscaping or to an Improvement in connection with the trenching effort.

**2.07 Rentals for Residential Purposes**. Nothing in this Declaration will prevent an Owner's rental of any Lot and the Improvements on the Lot for residential purposes; however, use of the Lot or Improvements as an apartment house, flat, lodging house, hotel, bed and breakfast lodge, short-term rental property, or any similar purpose, is prohibited. The primary residence constructed on a Lot may be leased for residential purposes for a lease term of no less than six (6) months. All leases shall be in writing. The Owner must provide to its lessee copies of the Declaration, the Community Manual, and any other rules of the Association. The Association may require that notice of any lease, together with such additional information as may be required by the Board, be submitted to the Association by the Owner prior to commencement of the lease term. All leases must be for the entire residence.

**2.08 Trash Containers.** Trash containers and recycling bins must be stored in one of the following locations:

- (a) inside the garage of the residence constructed; or
- (b) behind a residence in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent residence.

The Sonterra West Reviewer shall have the right to specify additional locations in which trash containers or recycling bins must be stored.

**2.09 Unightly Articles; Vehicles; Parking.**

- (a) General Prohibitions. Neither Owners nor their guests or invitees may permit any article that the Sonterra West Reviewer deems to be unsightly to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares.
- (b) Vehicles. Passenger vehicles/trucks of 6,000 lbs. or less, as well as non-commercial pickup trucks weighing up to 10,000 lbs., are generally permitted, unless specifically limited herein. A vehicle must be operable, and must display a current license tag and inspection sticker. For purposes of this Policy, "vehicles" include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. Except in enclosed garages or as otherwise provided herein, the following are not permitted within the community at any time without express written consent of the Board: commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, buses and industrial vehicles.
- (c) Parking.
  - i. Owners/Residents. In addition to the parking restrictions set forth herein, no Owner, resident, guest, or invitee, may park a vehicle on any public or private street or thoroughfare within the community within ten feet (10') of any driveway entrance. This provision does not authorize street parking that would otherwise be prohibited or unauthorized. Special approval to park a vehicle on any public or private street or thoroughfare within the community may be granted by the Association for extenuating circumstances, obtained upon request at the Association's office on a case by case basis.

- ii. Guests/Invitees. Guests of any Owner or resident shall be allowed to park their vehicles on any road or street within the community for a period not to exceed seventy-two (72) consecutive hours unless in the event of an emergency. An "emergency" means an event which jeopardizes life or property. Any vehicle parked in the street must be parked legally and in such a manner that does not obstruct the free and unimpeded vehicular and pedestrian use of any portion of the sidewalks or alleys within the community. Periods of visitation extending beyond seventy-two (72) consecutive hours require approval from the Association.
- (d) Repairs. Washing, repairs, restoration, or maintenance (including oil changes) of vehicles is prohibited on alleys, streets or other roadways except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility. Neither Owners nor their guests or invitees may conduct any repair or maintenance work on vehicles of any type, or on any automobile except in enclosed garages or other structures.
- (e) Obstructions. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard.
- (f) Commercial Vehicles. Construction, service and delivery vehicles shall be exempt from the provisions of this Policy for such a period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Area. A "commercial vehicle" means a truck or van with commercial writing on their exteriors or vehicles primarily used or designed for a commercial purpose and vehicles with advertising signage attached or displayed on such vehicle's exterior, but shall not include those vehicles that do not fall within the foregoing category and have identifying decals or painted lettering not exceeding two in number and a total area of 1 ½ x 2 square feet in size placed on the driver's and passenger's doors only, or official vehicles owned by governmental or quasi-governmental bodies.
- (g) Certain Large Items. Owners or their guests or invitees must, at all times, keep trailers, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment in enclosed structures or screened from view, except when in actual (active) use or during cleaning, loading, or unloading of these items.

(h) Inoperable Vehicles. Neither Owners nor their guests or invitees may park any inoperable automobile or other vehicle in any roadway or on any driveway on the Development Area.

(i) Items Screened from View. Owners must appropriately screen from public view any service area, storage area, compost pile, household furniture and facilities for hanging, drying, or airing clothing or household fabrics. Owners may not keep, store, or allow to accumulate any lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, or refuse of trash on any portion of the Development Area except within enclosed structures or appropriately screened from view.

**2.10 Mobile Homes; Travel Trailers; and Recreational Vehicles.**

(a) Mobile Home Prohibition. A person may not park or place any mobile homes on any Lot at any time.

(b) Travel Trailers and RVs. A person may not park any travel trailers or recreational vehicles on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than twenty-four (24) hours. The 24-hour time frame is a non-reoccurring time frame and meant for loading and unloading purposes only.

**2.11 Insurance Rates.** Owners will not keep or allow or permit to be kept anything or activity on the Development Area that would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located within the Development Area without the prior written approval of the Sonterra West Reviewer.

**2.12 Noise; Nuisances.**

(a) Noise Prohibition. Neither Owners nor their guests or invitees may use exterior speakers, horns, whistles, bells, or other sound devices, (other than security devices used exclusively for security purposes) within any of the Development Area in any way that is unreasonably loud or disturbing to neighboring properties, or use such sound devices between the hours 11:00 p.m. and the following 7:30 a.m. Owners may not use any ultrasonic device or other device audible only to animals on any Lot so as to be audible outside the confines of any residence within the Development Area.

(b) Other Prohibitions. Neither Owners nor their guests or invitees may cause or permit any noise, condition, use, or activity to exist or operate on any portion of the Development Area so as to be offensive, disturbing, unreasonably

unsightly, unclean, unsanitary, unsafe, conducive to criminal activity, or detrimental to any other portion of the Development Area or to its occupants. By way of example only, the following may constitute a nuisance: a fire damaged Improvement or an Improvement that is in a state of substantial disrepair; the presence of junk or inoperable equipment or vehicles that are visible from any Lot; broken water or wastewater plumbing or facilities; a security device on any Lot that malfunctions three or more times in any thirty (30) day period.

(c) Construction Activity. Any construction activity on a Lot will be restricted to the hours between 6:30 a.m. to dusk.

(d) Violation. Conduct in violation of this Section is declared to be a nuisance.

(e) Enforcement. After the delivery of a written notice addressed to the Owner of the Lot of that is the source of the particular use, condition, or activity that the Association believes to constitute a nuisance under this Section, the Association will have the right to levy a fine against the Owner of the Lot in an amount of up to \$200.00 per day the nuisance occurs, as the Board determines. A fine under this Section will be in addition to any fine or civil penalty recoverable by applicable law.

(f) Security. The Lot on which any nuisance or prohibited condition or activity occurs in violation of this Section will be subject to a lien to secure payment of any fines assessed on account of such condition or occurrence. All fines that the Association levies under the terms and provisions of this Section will be considered to be secured by all liens, encumbrances, and collection provisions that are provided in this Declaration with respect to Assessments. Further, except as otherwise required or prohibited by applicable law, the Association may collect these fines in the same manner as provided in this Declaration for the collection of Assessments.

**2.13 Outside Burning**. There will be no exterior fires, except that barbecues, outside fireplaces, braziers and incinerator fires contained within facilities or receptacles and in areas designated and approved by the Sonterra West Reviewer shall be permitted. No Owner will permit any condition upon its portion of the Development Area which creates a fire hazard or violates Applicable Law.

**2.14 Animals, Household Pets**.

(a) Domestic Household Pets Only. An Owner may not keep, maintain, or care for on the Development Area any animals, including pigs, poultry, fowl,

wild animals, horses, cattle, sheep, goats, or any other type of animal that is not considered to be a "domestic household pet" within the ordinary meaning and interpretation of that term. Furthermore, an Owner may not stable, maintain, keep, care for, or boarded any animal for hire or remuneration on the Development Area and may not maintain any kennels or breeding operations on the Development Area.

(b) Number. An Owner may not regularly keep more than four (4) total domestic pets on a Lot at any one time, with the exception of domestic household pets that are normally kept in an aquarium, terrarium, herptarium or similar enclosure. Barking dogs at any time may be considered a nuisance.

(c) Leash Required. Neither an Owner nor an Owner's guest or invitee may have a domestic household pet within the Development Area other than on the Owner's Lot or the Lot that the guest or invitee is visiting, unless the pet is confined to a leash.

(d) Enclosed Area. Owners may not allow any domestic household pet to run at large and must keep all pets within enclosed areas that must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. An enclosed area must be of reasonable design and construction to adequately contain pets in accordance with the provisions of this Section and must be screened so as not to be visible from any other portion of the Development Area.

(e) Defecation. An Owner will immediately clean up and remove any defecation left anywhere outside the Owner's Lot by an animal that the Owner owns or is under the Owner's care or control.

(f) Vaccinations and Tags. Owners must vaccinate all of their dogs and cats for rabies, re-vaccinate them as required by law or as necessary to maintain current and adequate protection from rabies, and tag them for identification and proof of vaccination.

## **2.15 Rubbish and Debris.**

(a) Prohibition. Owners will not cause, permit, or allow any rubbish or debris of any kind to be placed or accumulate upon their Lot and will not cause, permit, or allow any odors to arise from such rubbish or debris so as to render their Lot or any portion of the Development Area to be unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants.



(b) Covered and Screened Containers. At all times, Owners will keep refuse, garbage, and trash in covered containers and will keep these containers within enclosed structures and appropriately screened from view from any street.

**2.16 Maintenance**. The Owners of each Lot will be jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. The Board, in its sole discretion, will determine whether a violation of the maintenance obligations set forth in this *Section 2.16* has occurred. Such maintenance includes, but is not limited to the following, which must be performed in a timely manner, as determined by the Board, in its sole discretion:

- (a) Prompt removal of all litter, trash, refuse, and wastes.
- (b) Lawn mowing.
- (c) Tree and shrub pruning.
- (d) Watering.
- (e) Keeping exterior lighting and mechanical facilities in working order.
- (f) Keeping lawn and garden areas alive, free of weeds, and attractive.
- (g) Keeping sidewalks and driveways in good repair.
- (h) Complying with Applicable Law.
- (i) Repainting of Improvements.
- (j) Repair of exterior damage, and wear and tear to Improvements.

**2.17 Antennae**.

(a) Restriction. Except as otherwise required by applicable law, a person may not erect or maintain any exterior radio or television antenna, or aerial or satellite dish receiver, or other devices designed to receive telecommunication signals, including radio, television, or microwave signals that are intended for cable television, network television reception, or other entertainment purposes. A person may not erect or maintain an antennae or other similar devices (except as specifically permitted below) on the roof of any structure located on any Lot.

(b) Condition to Enforcement. Prior to enforcement of the restriction set forth in this Section, the Association will comply with any applicable requirement for seeking a declaratory ruling provided in 47 C.F.R. § 1.4000, *et seq.*

(c) General Variance. A person may:

i. erect on the roof ridge line of a home one satellite dish (or similar instrument or structure) that is one meter or smaller in diameter or diagonal measurement; and

ii. place one satellite dish or similar instrument or structure the backyard of any Lot so long as it is completely screened from view from any street, alley, park, or other public area.

(d) Specific Variances. The Sonterra West Reviewer may make specific variances to the restriction provided in this Section to the extent that the restriction results in an unreasonable cost of installation, maintenance, or use of an antenna or satellite dish, or to the extent that the restriction precludes reception or transmission of an acceptable quality signal.

**2.18 Location of Permitted Antennas.** A permitted antenna may be installed solely on the Owner's Lot and may not encroach upon any street, Common Area, Special Common Area, or any other portion of the Development Area. A permitted antenna may be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Development Area, other than the Lot. In order of preference, the locations of a permitted antenna which will be considered least visible by the Sonterra West Reviewer are as follows:

(a) attached to the back of the principal single-family residence constructed on the Lot, with no part of the permitted antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(b) attached to the side of the principal single-family residence constructed on the Lot, with no part of the permitted antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The Sonterra West Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of permitted antennas.

Satellite dishes one meter or less in diameter, e.g., DirecTV or Dish satellite dishes, are permitted, **HOWEVER**, you are required to comply with the rules regarding installation and placement. These rules and regulations may be modified by the

Sonterra West Reviewer from time to time. Please contact the Sonterra West Reviewer for the current rules regarding installation and placement.

**2.19 Signs.**

- (a) No sign of any kind may be displayed to the public view on any Lot without the prior written approval of the Sonterra West Reviewer, except for:
- (b) Declarant Signs. Signs erected by the Declarant or erected with the advance written consent of the Declarant;
- (c) Security Signs. One small security service sign per Lot, provided that the sign has a maximum face area of two (2) square feet and is located no more than five (5) feet from the front elevation of the principal residence constructed upon the Lot;
- (d) Permits. Permits as may be required by Applicable Law;
- (e) Religious Item on Door. A religious item on the entry door or door frame of a residence (which may not extend beyond the outer edge of the door frame), provided that the size of the item(s), individually or in combination with other religious items on the entry door or door frame of the residence, does not exceed twenty-five (25) square inches;
- (f) Sale or Rental Signs. One (1) temporary "For Sale" or "For Lease" sign per Lot, provided that the sign shall be limited to: (i) a maximum face area of five (5) square feet on each visible side and, if free standing, is mounted on a single or frame post; (ii) an overall height of the sign from finished grade at the spot where the sign is located may not exceed four feet (4'); and (iii) the sign shall be removed within two (2) business days following the sale or lease of the Lot;
- (g) Political Signs. Political signs may be erected provided the sign: (i) is erected no earlier than the 90th day before the date of the election to which the sign relates; (ii) is removed no later than the 10th day after the date of the election to which the sign relates; and (iii) is ground-mounted. Only one sign may be erected for each candidate or ballot item. In addition, signs which include any of the components or characteristics described in Section 202.009(c) of the Texas Property Code are prohibited; and

(h) No Soliciting Signs. A “no soliciting” sign near or on the front door to the principal residence constructed upon the Lot, provided, that the sign may not exceed twenty-five (25) square inches.

(i) Sonterra West Reviewer Rules. The Sonterra West Reviewer may provide for additional rules regarding the number, size, and placement of signs and materials comprising signs located on a Lot. The Sonterra West Reviewer may also adopt a rule prohibiting the placement of any permanent signs on any part of a Lot visible from any other part of the Development Area.

(j) Window Signs. Except for signs which are erected by the Declarant or erected with the advance written consent of the Declarant, no sign may be displayed in the window of any Improvement located on a Lot

## 2.20 Hazardous Activities.

(a) Prohibition. Neither Owners nor their guests or invitees may conduct any activities on the Development Area that are or might be unsafe or hazardous to any person or property.

(b) Firearms and Fireworks. Without limiting the generality of the prior subsection, neither Owners nor their guests or invitees may discharge firearms or fireworks on the Development Area.

(c) Fires. Neither Owners nor their guests or invitees may light or permit open fires except within safe and well-designed interior fireplaces, or in contained barbecue or outdoor grill units while attended and in use for cooking purposes.

**2.21 Mining and Drilling**. A person may not use any portion of the Development Area for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, earth, or groundwater.

**2.22 Flags – Approval Requirements**. An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military, or one (1) flag with official insignia of a college or university (“**Permitted Flag**”) and permitted to install a flagpole no more than five feet (5’) in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence (“**Permitted Flagpole**”). Only two (2) permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the Sonterra West Reviewer. Approval by the Sonterra West Reviewer is required prior to installing vertical

freestanding flagpoles installed in the front or back yard area of any Lot ("**Freestanding Flagpole**").

**2.23 Flags – Installation and Display.** Unless otherwise approved in advance and in writing by the Sonterra West Reviewer, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

- (a) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per Lot, on which only Permitted Flags may be displayed;
- (b) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height
- (c) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');
- (d) With the exception of flags displayed on Common Area or Special Common Area and any Lot which is being used for marketing purposes by a Homebuilder, the flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
- (e) The display of a flag, or the location and construction of the flagpole must comply with Applicable Law, easements and setbacks of record;
- (f) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
- (g) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;
- (h) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and
- (i) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

**2.24 Tanks.**

- (a) Restriction. An Owner may not place or maintain any exterior propane tanks, butane tanks, or any other tanks of any kind or nature upon any Lot.
- (b) Exceptions. Regardless of the restriction in this Section, an Owner may place and maintain propane tanks contained within or affixed to residential barbecue units on a Lot.

**2.25 No Temporary Structures.** An Owner may not erect or maintain any temporary structures on a Lot other than temporary structures to be used in connection with construction on a Lot.

- (a) Prior Approval. An Owner must obtain the prior written approval of the Sonterra West Reviewer for the use of temporary structures used in connection with construction on a Lot. An application for approval of a temporary construction structure should be included with the application for approval of the proposed Improvement.
- (b) Maximum Square Footage. The maximum square footage of any temporary structure is two hundred (200) square feet.

**2.26 Portable Basketball Goals.** An Owner may not set up portable basketball goals in any street in the Development Area or use them in such a way as to unreasonably block pedestrian traffic (including foot traffic, wheelchairs, strollers, bicycles, scooters, and wagons) on any sidewalk in the Development Area. Goals must be set up in the driveway no closer than ten feet (10') from any street. Goals must be stored upright and out of the right of way. No goals will be allowed stored facing down in the front yard.

**2.27 Recreational Improvements.** The Sonterra West Reviewer must give its written approval prior to the construction of any recreational Improvements within a Common Area.

**2.28 Greenbelt.** Regardless of any provision in this Declaration to the contrary, all Lots designated on any Plat as "Greenbelt," "Private Open Area," "Open Space," "Habitat" or other similar designation will be restricted against any commercial and/or residential development. Lots with these designation may be used for any private or public, active or passive recreational purposes.

**2.29 Compliance with Documents.** Each Owner, his or her family, occupants of a Lot, tenants, and the guests, invitees, and licensees of the preceding must comply strictly with the provisions of the Documents as the same may be amended from time to time. Failure to comply with any of the Documents may result in a fine against the Owner in accordance with *Section*

5.13 of the Covenant, and will give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant or the Board on behalf of the Association, the Sonterra West Reviewer, or by an aggrieved Owner. The Board may (but will not be obligated to) remedy or attempt to remedy any violation of any of the provisions of Documents, and the Owner whose violation has been so remedied will be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot will be secured by the liens reserved in the Declaration and/or the Covenant for Assessments and may be collected by any means provided in the Declaration and/or the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). Each such Owner will indemnify and hold harmless the Association and its officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this *Section 2.29* (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

**If you fail to comply with Documents, you can be fined or a claim may be pursued against you in court!**

**2.30 Liability of Owners for Damage to Common Area and Special Common Area.**

No Owner may in any way alter, modify, add to or otherwise perform any work upon the Common Area or Special Common Area without the prior written approval of the Board. Each Owner will be liable to the Association for any and all damages to: (i) the Common Area or Special Common Area and any Improvements constructed thereon; or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, which damages were caused by the neglect, misuse or negligence of such Owner or Owner's family, or by any tenant or other occupant of such Owner's Lot, or any guest or invitee of such Owner. The full cost of all repairs of such damage will be levied as an Individual Assessment against such Owner's Lot.

**2.31 No Warranty of Enforceability.** Declarant makes no warranty or representation as to the present or future validity or enforceability of the Documents. Any Owner acquiring a Lot in reliance on the Documents will assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

**ARTICLE 3  
CONSTRUCTION RESTRICTIONS**

**3.01 Written Approval for the Construction of Improvements.**

(a) Prior Written Approval Required. A person may not construct or place any Improvements, including children's playscapes or playhouses, on any of the Development Area without the prior written approval of the Sonterra West Reviewer.

(b) Approval of Typical Floor Plan. Regardless of anything in this Declaration to the contrary, the Sonterra West Reviewer may limit review to a review of a typical floor plan for the proposed residence type. Upon the Sonterra West Reviewer's approval of a typical floor plan, residences may be constructed consistent with the approved typical floor plan without the requirement of the Sonterra West Reviewer's further review or approval.

**3.02 Construction in Place.** All dwellings constructed in the Development Area will be built in place on the Lot and the use of prefabricated materials will be allowed only with the prior written approval of the Sonterra West Reviewer. Factory-built trusses are permitted.

**3.03 Dwelling Size.** To construct any dwellings in the Development Area, all Homebuilders must have prior written approval of the Sonterra West Reviewer.

**3.04 Building Height.** Any Improvement to be constructed on any other Lot, may not be greater than two (2) stories in height without the prior written approval of the Sonterra West Reviewer.

**3.05 Roofs.**

(a) Slope. All roofs on any residence or garage constructed on a Lot will have a roof slope of not less than a 4'/12'.

(b) Material. All roofs will be constructed or covered either with tile, 26-gauge metal, or with 20-year composition shingles (meaning having a manufacturer's warranty of at least 20 years) constructed of Architectural Dimension Shingle (mid-weight), and with the approximate color of either muted brown, grey, or the color of the original approved roof, or as the Sonterra West Reviewer otherwise approves.

**3.06 Air-Conditioning Apparatus Location.**



(a) Location. An Owner may not install an air-conditioning apparatus on the ground in front of a residence or on the roof of any residence.

(b) Window Units. An Owner may not attach a window air-conditioning apparatus or evaporative cooler to any front wall or front window of a residence or at any other location where a unit would be visible from any street.

### 3.07 Retaining Walls.

(a) Requirement. The Sonterra West Reviewer is authorized to require the construction of retaining walls on any Lot, the location of which the Sonterra West Reviewer will determine in its sole and absolute discretion.

(b) Materials and Design. The materials and design of a retaining wall that an Owner must construct or chooses to construct must:

i. Retaining walls visible from a street must be constructed of a limestone material must be of a design that the Sonterra West Reviewer has approved.

ii. Retaining walls not visible from any street may be constructed with landscape timbers that are structurally engineered to withstand the weight and load of the specific retaining wall.

(c) Maintenance and Repair. The maintenance and repair of any retaining walls, including retaining walls that are constructed in whole or in part in the public right-of-way, will be the sole obligation of the Owner of the Lot on or adjacent to which the retaining wall is located. The Owner's failure to maintain any retaining wall located upon the Owner's Lot in good repair will be a violation of this Declaration, subject to the Association's powers of enforcement that the Covenant grants.

### 3.08 Masonry and Siding Requirements.

(a) Exterior Walls Facing Street. Each exterior wall of on each home, detached garage, guest house, or game room that faces any street and that is constructed within the Development Area will be one hundred percent (100%) or more masonry veneer, except as otherwise specifically provided in this Declaration or unless the Sonterra West Reviewer specifically approves another design.

(b) Computation. In computing masonry percentages under this Declaration, (1) all gables, windows, and door openings will be excluded from the total area of exterior walls; and (2) stone and masonry used on fireplaces and walls of an attached garage may be included in the computation as stone or masonry used.

(c) Resolution of Conflict. Whenever two or more masonry requirements apply to a home or a side of a home, the requirement for a greater percentage of masonry will apply.

(d) Replacement of Siding. To the extent that siding material is installed on: (1) any new home constructed after July 1, 2005; (2) any existing home where siding material is used to replace the entire non-masonry portion of any side of the home; or (3) any existing home where siding material is used to replace the entire non-masonry facade of a chimney, then that siding material will have the appearance of natural stucco, brick, or wood and have a cement or fiber-cement composition as opposed to a composition of wood products.

**3.09 Masonry Requirements Chimney**. Each chimney of each home constructed in the Development Area will comply with the masonry specifications set forth in the preceding Section.

**3.10 Underground Utility Lines**.

(a) Requirement. A person may not erect, place, or maintain any utility lines, including wires or other devices for the communication or transmission of telephone signals, electric current or power, or cable television signals, or any other type of line or wire anywhere in or upon any portion of the Development Area unless the line or wire is contained in conduit or cables installed and maintained underground or concealed in, under, or on buildings or other Improvements as the Sonterra West Reviewer has approved in writing. All plans for the erection and placement of utility lines in multifamily residences shall be submitted to and approved in writing by the Sonterra West Reviewer.

(b) Prior Approval. The installation method, including the location, type of installation equipment, trenching method, or other aspects of installation for both temporary and permanent utilities is subject to the Sonterra West Reviewer's prior review and written approval.

(c) Temporary Lines for Construction. This Section will not be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements that the Sonterra West Reviewer has previously approved in writing.

### 3.11 Garages.

- (a) Interior. Owners must finish out the interior of all garages with sheet rock that is taped and floated.
- (b) Number of Spaces. Each single-family residential structure constructed within the Development Area will have garage space sufficient to house at least one (1) vehicle. Garages may not be closed in or converted to other uses.

### 3.12 Storage Buildings or Sheds.

- (a) Storage Building, Shed Constructed On-Site, or Prefabricated Storage Building. Siding material will have the appearance of natural stucco, brick, or wood and must have a cement or fiber-cement composition as opposed to a composition of wood products. Paint colors of the exterior walls and trim of the storage building or shed must match the exterior walls and trim of the home. Roofing material for the storage building or shed must match the roofing material of the home. Plastic or metal prefabricated buildings may be installed if they are no more than six feet (6') tall.
- (b) Prior Written Approval. An Owner must obtain the prior written approval of the Sonterra West Reviewer for the construction or use of any storage building or shed pursuant to *Article 6* of the Covenant. An application for approval of a storage building or shed must be included with the application for approval of the proposed Improvement. Failure to have written approval from the Sonterra West Reviewer will result in an automatic \$200.00 fine and/or removal of shed or storage building from the property at the owners expense.
- (c) Maximum Square Footage. The maximum square footage of any storage building or shed is one hundred-fifty (150) square feet. The maximum height of any storage building erected after December 1, 2007, will be eight feet (8').
- (d) No Improvements or additions may be made to any shed or storage building. Shed or storage buildings shall not be used for additional living area. No plumbing or water may be hooked up or run into these storage sheds or buildings. Fines of up to \$200.00 per offense may be issued for any violation of this section.

### 3.13 Playscapes and Similar Equipment.

(a) Location. Children's playscapes and similar equipment may not be installed in any building setback area or in a utility, conservation, or drainage easement.

(b) Materials and Design. Playscapes and similar equipment will be consistent in materials and design with the surrounding development of the Development Area and will always be maintained in good repair, condition and appearance.

(c) Prior Approval. An Owner must obtain the Sonterra West Reviewer's written approval prior to the installation of any playscape or similar equipment pursuant to *Article 6* of the Covenant. Nothing in this Section will be construed to prohibit or to require prior approval of the sporadic presence and use of a tent or other similar equipment for play or recreational purposes by children when located in a backyard and reasonably screened from view from any street.

**3.14 Unfinished Structures; Unimproved Lots.**

(a) All structures and Improvements must be completed within six (6) months after the construction has been commenced.

(b) Extension of Time. The Owner of a Lot upon which a residence is being constructed may appeal to the Sonterra West Reviewer for one extension of the applicable completion deadline, and the Sonterra West Reviewer will grant one ninety day (90) extension of the applicable completion deadline if the Sonterra West Reviewer determines that the Owner or the Owner's contractor has been proceeding with reasonable diligence to complete construction and has provided evidence reasonably satisfactory to the Sonterra West Reviewer that construction will be diligently continued to completion.

(c) Failure to Meet Construction Deadline. If an Owner has not completed construction on a Lot by the applicable deadline, as the Sonterra West Reviewer may have extended, the Owner of such Lot will be subject to a fine in the amount of not more than \$100.00 per day, as determined by the Board of the Association in its discretion, for each day after the applicable completion deadline (as may have been extended) during which construction activity takes place or any partially constructed Improvement remains substantially incomplete.

(d) Notice. If an applicable law, including Chapter 209 of the Texas Property Code, requires that the enforcing party provide written notice of a violation of this Section to the Owner and/or requires an opportunity to cure the violation,

the daily fine will not be assessable or payable until after any the required notice and/or opportunity to cure is provided in accordance with applicable law.

(e) Lien. The Lot on which the subject Improvement is not timely completed will be subject to a lien to secure payment of any fine. All fines levied under the terms and provisions of this Section will be considered to be secured by all liens, encumbrances, and collection provisions that are provided in this Declaration with respect to Assessments. Except as otherwise required or prohibited by applicable law, the Association may collect any fines levied in the same manner as provided in this Declaration for the collection of Assessments.

**3.15 Setback Requirements; Construction in Easements.**

(a) Single-Family Setback Limits. Unless a more restrictive setback requirement for any Lot is set forth on the Plat that includes a Lot:

- i. the front setback will be at least twenty-five feet (25'), except for Sonterra West, Phase 1-B, which will be at least twenty feet (20');
- ii. each side yard setbacks will be at least five feet (5'); and
- iii. the rear setback will be at least ten feet (10').

(b) Multi-Family Lot Setback Requirements.

- i. the front setback will be at least twenty-five feet (25');
- ii. each side yard setbacks will be at zero feet (0'); and
- iii. the rear setback will be at least ten feet (10').

(c) Prohibition of Construction in Setback Areas and Easements. A person may not construct or install any permanent Improvement in any setback area, or in a drainage, utility, or conservation easement.

(d) Variances. The Sonterra West Reviewer will in its sole and absolute discretion have the power to grant variances of the setback requirements set forth on the Plat for a lot or as set forth above in these restrictions.

**3.16 Maximum Impervious Cover.**

(a) Maximum. The maximum amount of Impervious Cover (defined below) on any Lot used for residential purposes is seventy-five percent (75%) of the total area of the Lot.

(b) Allowed Variance. Any variance that the Sonterra West Reviewer grants to the maximum Impervious Cover requirement may not exceed five percent (5%) of the total area of the Lot and must be in writing. In determining a request for a variance, the Sonterra West Reviewer will consider nearby important environmental features that may have a bearing on water quality, the slope of the Lot, and the need for additional surface water facilities to account for changes in established drainage patterns.

(c) Impervious Cover. As used in this Section, “**Impervious Cover**” means any man-made improvement that prevents the natural infiltration of water into the native soil, or prevents the migration of the infiltration as base flow. The following constitute a non-exhaustive list of improvements considered Impervious Cover:

- i. roads, pavement, and driveways except as listed in this Section among improvements not constituting Impervious Cover;
- ii. parking areas;
- iii. buildings;
- iv. pedestrian walkways and sidewalks;
- v. concrete, asphalt, masonry surface areas, and paving stone surface areas;
- vi. densely compacted natural soils or fills that result in a coefficient of permeability less than  $11 \times 10^4$  cm/sec;
- vii. storm water drainage conveyance structures lined with impermeable materials;
- viii. interlocking or “permeable pavers”; and
- ix. fifty percent (50%) of the horizontal surface area of an uncovered deck that has drainage spaces between the deck boards that is located over a pervious surface.

(d) The following constitute a non-exhaustive list of improvements considered not to be Impervious Cover:

- i. swimming pool surface water area;
- ii. stormwater drainage conveyance structures not lined with impermeable materials
- iii. water quality controls and stormwater detention basins lined with impermeable materials;
- iv. water quality controls and stormwater detention basins not lined with impermeable materials;
- v. naturally occurring impervious features, such as rock outcrops;
- vi. landscaped areas and areas remaining in their natural state; and
- vii. existing roads adjacent to the development and not constructed as part of the development at an earlier phase.

**3.17 Boundary Fences.**

(a) Design and Specifications. The boundary fencing will be a minimum of six feet (6') in height with wood fencing.

(b) Timing. The Homebuilder will construct the subject boundary fencing when residences are constructed on the subject Lots. The responsible party must complete the boundary fencing. The boundary fence must be constructed of like building materials from one house to the next.

(c) Maintenance and Repair.

i. Lot Owners. Lot owners will be responsible for the boundary fence. It is intended that boundary fences will have a uniform appearance as seen from any Common Area. In furtherance of that intent, the Owners of Lots on which the side of a boundary fence facing such Lot (the "**Inside**") is readily visible from any Common Area in the Development Area, will maintain, at the Owner's expense, the Inside part of that boundary fence in an appearance consistent with the appearance of the outside of the boundary fence. By way of example, the obligation of maintenance in the foregoing sentence will apply to Inside parts of a

boundary fence visible from a cul-de-sac, or where fencing is not permitted pursuant to *Section 3.18* of this Declaration and a boundary fence is installed so that a clear view is available through a Lot to the Inside portion of a boundary fence. The Owners of Lots bordered by a boundary fence are also responsible for promptly replacing any pickets in the boundary fencing that the Owner or the Owner's guests or visitors damages or destroys.

ii. Enforcement. If an Owner fails to maintain the part of the boundary fence visible from a Common Area as required in this subsection, the Association may enter the Owner's Lot and maintain that part of the boundary fence consistent with this Section. The Association may immediately tax the reasonable costs of that maintenance against the subject Owner, which amount will be immediately due and payable to the Association.

### 3.18 Backyard Fencing.

(a) Design and Specifications. The Owner of a Lot who constructs a backyard fence on a Lot must construct a fence on the Lot that is not taller than six feet (6').

(b) Obligation. All fencing required or permitted by this Section will be the sole obligation of the Owner on whose Lot the fencing is located.

(c) Prohibition. Chain link fences are prohibited within the Development Area.

(d) Boundary Fencing. To the extent a Lot is required to have boundary fencing constructed along one or more Lot lines of the Lot, the requirements for the boundary fencing will apply to those Lot line(s) in lieu of the requirements of this Section.

(e) Maintenance. If an Owner installs fencing that adjoins a boundary fence, that Owner will maintain the outside of that fencing from the boundary fence to the home on the subject Lot in a manner, color, and condition consistent with the outside portion of the boundary fence. The Owner of a Lot with a backyard fence on a Lot is responsible for the maintenance of that fence.

(f) Enforcement. If the Owner fails to so maintain any fencing as required in subsection (e) of this Section, the Association may enter the Owner's Lot and maintain that part of the boundary fence consistent with this Section. The Association may immediately tax the reasonable costs of that maintenance



against the subject Owner, which amount will be immediately due and payable to the Association. Moreover, an Owner's failure to maintain the fencing required or permitted by this Section located upon the Owner's Lot in good repair will be a violation of this Declaration, subject to the Association's powers of enforcement granted by this Declaration.

(g) Variances. The Sonterra West Reviewer may, in its discretion, grant variances from the fencing requirements set forth in this Section.

**3.19 Building Materials**. All building materials must be approved in advance by the Sonterra West Reviewer, and only new building materials (except for used brick) may be used for constructing any Improvements. No highly reflective finishes (other than glass, which may not be mirrored) may be used on exterior surfaces (other than surfaces of hardware fixtures), including, without limitation, the exterior surfaces of any Improvements. Further building materials requirements are set forth in the Design Guidelines.

**3.20 Driveways**. The design, construction material, and location of: (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, must be approved by the Sonterra West Reviewer. The driveway requirements for each Lot are set forth in the Design Guidelines. Each Owner will be responsible, at such Owner's sole cost and expense, for properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) maintaining and repairing the driveway on such Owner's Lot and in any adjoining ST Landscape Area (as defined below).

**3.21 Drainage**. An Owner may not interfere with the established drainage patterns over any of the Development Area, unless the Owner makes adequate provision for proper drainage facilities that prevent the impounding, diversion, or increase of surface water onto another Lot, which facilities the Sonterra West Reviewer has previously approved in writing.

**3.22 Landscaping**. Landscaping will be required to be installed on each Lot and in any adjoining ST Landscape Area (as defined below) in accordance with any Design Guidelines and with (a) through (d) below.

(a) Corner Lots. On all corner Lots, prior to the occupancy of the residence located on the Lot, the Owner must plant (i) at least two (2) trees in the side yard, and (ii) at least two (2) trees in the front yard, unless two (2) trees of equal or greater size are already located on both the side and front yards of the Lot.

(b) Interior Lots. On all interior Lots, prior to the occupancy of the residence located on the Lot, the Owner must plant at least two (2) trees or more, in the front yard, unless two (2) trees of equal or greater size are already located in the front yard.

(c) Types of Trees. The trees required under this Section must be live oak, Spanish oak, cedar elm, or any other native tree that is approved by the Sonterra West Reviewer.

(d) Front & Side Yards. Prior to the occupancy of a residence located on a Lot, the Owner must fully sod with grass or other suitable landscaping materials that the Sonterra West Reviewer has approved, the front and side yards of the Lot (to the rear building line of the residence or to the front of the side yard fence, whichever is closer to the street).

**3.23 Owner's Obligation to Maintain Street Landscape Area.** Each Owner will be responsible, at such Owner's sole cost and expense, for maintaining, mowing, replacing, pruning, and irrigating the landscaping, including trees, in good order and repair and in a safe, clean and attractive condition, and maintaining, repairing and replacing the irrigation system and driveway, in good order and repair and in a safe, clean and attractive condition, between the boundary of such Owner's Lot and the curb or other maintenance demarcation line (as determined by the Board in its sole and absolute discretion) of any adjacent public space, right-of-way, street or alley (the "**ST Landscape Area**") unless the responsibility for maintaining the ST Landscape Area is undertaken by the Association by written resolution executed by a Majority of the Board. Maintenance by the Owner will also include, without limitation, ensuring that the landscaping, including trees, does not cause visual or physical obstructions (as determined by the Board) of adjacent streets or sidewalks. Failure to maintain the ST Landscape Area as required hereby on a timely basis (as determined by the Board), or as directed from time to time by the Board, will constitute a violation of the Documents. In the event of a violation, the Board may cause the landscaping, including trees, and the irrigation system and driveway, to be maintained, modified or replaced in a manner determined by the Board, in its sole and absolute discretion. If the Board maintains, modifies or replaces any landscaping, including trees, or the irrigation system and driveway in the ST Landscape Area due to Owner's failure to maintain, the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot as an Individual Assessment. No landscaping, including trees, or any portion of the irrigation system may be removed from or installed within the ST Landscape Area without the advance written consent of the Sonterra West Reviewer. EACH SUCH OWNER WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 3.23 (INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE,

LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

### 3.24 Exterior Illumination.

(a) Design and Installation. Permanent exterior lighting must be designed to light only buildings, driveway areas, and walkways, and may not produce glare on neighboring streets, Lots, or any part of the Development Area. All ground level floodlighting fixtures must be depressed or screened from public view. Exterior lighting may not be directed, focused, or broadcast into any buffer zone, greenbelt, or dedicated habitat or conservation easement. All permanent exterior lighting must include only white lights.

(b) Prior Approval. A person may not install any permanent exterior lighting on any of the Development Area without the prior written approval of the Sonterra West Reviewer.

(c) Hours of Illumination. A person may not illuminate permanent exterior lighting between 11:00 p.m. and 5:00 a.m., except for sporadic use in connection with the ingress or egress of residents of or visitors to the Lot or Lots for multi-family residences which may stay on all night and illuminate the entire parking and walking areas.

(d) Remedy. Upon an Owner's receipt of written notice from the Association that any permanent exterior lighting is in violation of this Declaration, the Owner will take all steps necessary to modify or remove such lighting.

(e) Exception. The restrictions on lighting provided in this Section will not apply to temporary lighting for holidays, birthdays, and special occasions of limited duration.

### 3.25 Sidewalks.

(a) Residential Lots Abutting Internal Residential Streets.

i. Installation by Owner or Homebuilder. An Owner or Homebuilder may cause the installation of concrete sidewalks along the

fronts and sides of Lots abutting the internal residential street(s) adjacent to the Lot.

ii. Specifications. Unless otherwise required by law, sidewalks abutting internal residential streets must be four feet (4') wide and located adjacent to the curb, except that the Sonterra West Reviewer, in its discretion, may allow variances from these specifications to account for topography, trees, and other similar conditions.

(b) Sidewalks Along Arterial and Collector Streets. Unless otherwise required by law, sidewalks along arterial and collector streets must be four feet (4') wide and located no closer to the curb than seven feet (7'), except that the Sonterra West Reviewer, in its discretion, may allow variances from these specifications to account for topography, trees, and other similar conditions.

(c) Legal Compliance. Sidewalks that are constructed in a public right-of-way on the Development Area must be constructed in compliance with all applicable laws and regulations, including the Americans with Disabilities Act of 1990, and regulations promulgated pursuant to the Act, as amended, and that are applicable to municipalities and/or counties in the construction of sidewalks. So long as the Williamson County regulates subdivisions and/or maintains streets and sidewalks in the Development Area, the Williamson County will have the authority to enforce the provisions of this Section relating to construction of sidewalks in compliance with applicable laws and regulations.

**3.26 Individual Lot Water Supply System.** Neither an Owner nor any other person may install or maintain an individual water supply system on any Lot in the Development Area except as allowed in *Section 3.31* below.

**3.27 Individual Lot Sewage Disposal.** Neither an Owner nor any other person may install or maintain an individual sewage disposal system on any Lot in the Development Area.

**3.28 Sight Distance at Intersection.** No fence, wall, hedge, or planting that obstructs sight lines at elevations between two feet (2') and nine feet (9') above the roadway may be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point thirty feet (30') from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines as extended. The same sight-line limitations will apply on any Lot within the triangular area formed by the street line, the driveway or alley line and a line connecting them at a point ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. All tree foliage within such distances of intersections must be

maintained to meet the sight-line requirements set forth above. Notwithstanding the foregoing or anything in this Declaration to the contrary, all sight distances required by any applicable governmental authority must be complied with.

**3.29 Solar Energy Device.** During the Development Period this *Section 3.30* does not apply and the Declarant must approve in advance and in writing the installation of any solar energy device or apparatus (a "**Solar Energy Device**"). Until expiration or termination of the Development Period, the Declarant may prohibit the installation of any Solar Energy Device. After expiration or termination of the Development Period, Solar Energy Devices may be installed with the advance written approval of the Sonterra West Reviewer.

(a) Application. To obtain Sonterra West Reviewer approval of a Solar Energy Device, the Owner shall provide the Sonterra West Reviewer with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Solar Application. The Solar Application shall be submitted in accordance with the provisions of Article 6 of the Covenant.

(b) Approval Process. Sonterra West Reviewer will review the Solar Application in accordance with the terms and provisions of *Article 6* of the Covenant. Sonterra West Reviewer will approve a Solar Energy Device if the Solar Application complies with *Section 3.30(c)* below **UNLESS** the Sonterra West Reviewer makes a written determination that placement of the Solar Energy Device, despite compliance with *Section 3.30(c)*, will create a condition that substantially interferes with the use and enjoyment of property within the Development by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. Sonterra West Reviewer's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 3.30* when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Sonterra West Reviewer, each Solar Application and each Solar

Energy Device to be installed in accordance therewith must comply with the following:

- i. The Solar Energy Device must be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the residence, the Sonterra West Reviewer may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the Sonterra West Reviewer. If the Owner desires to contest the alternate location proposed by the Sonterra West Reviewer, the Owner should submit information to the Sonterra West Reviewer which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.
- ii. If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's Lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

**3.30 Rainwater Harvesting Systems.** Rain barrels or rainwater harvesting systems (a "Rainwater Harvesting System") may be installed with the advance written approval of the Sonterra West Reviewer.

(a) Application. To obtain Sonterra West Reviewer approval of a Rainwater Harvesting System, the Owner shall provide the Sonterra West Reviewer with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an Owner.

(b) Approval Process. The decision of the Sonterra West Reviewer will be made in accordance with Article 6 of the Covenant. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 3.31* when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Sonterra West Reviewer, each Rain System Application and each Rainwater Harvesting System to be installed in accordance therewith must comply with the following:

- i. The Rainwater Harvesting System must be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the Sonterra West Reviewer.
- ii. The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device.
- iii. The Rainwater Harvesting System is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street.
- iv. There is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the Sonterra West Reviewer.
- v. If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, Special Common Area, or another Owner's Lot, the Sonterra West Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. See *Section 3.31(a)* for additional guidance.

(d) Guidelines. If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, Special Common Area, or another Owner's Lot, the Sonterra West Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. Accordingly, when submitting a Rain System Application, the application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from the view of any street, common area, or another Owner's Lot. When reviewing a

Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, Special Common Area, or another Owner's Lot, any additional requirements imposed by the Sonterra West Reviewer to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the Sonterra West Reviewer.

**3.31 Swimming Pools.** Above-ground or temporary swimming pools are expressly prohibited. Other requirements for permitted swimming pools, spas and hot-tubs are set forth in the Design Guidelines.

**3.32 Alteration or Removal of Improvements.** Prior to commencing any work on the following, an Owner must obtain the Sonterra West Reviewer's written approval of:

- (a) any construction, other than normal maintenance, that in any way alters the exterior appearance of any Improvement,
- (b) the removal of any Improvement, and
- (c) all original and changes to exterior colors and finishes.

#### **ARTICLE 4 DEVELOPMENT**

**4.01 Addition of Land.** Declarant may, at any time and from time to time, add additional portions of the Property to the Development Area, upon the filing of a notice as hereinafter described, such portions of the Property will be considered part of the Development Area for purposes of this Declaration, and such portions of the Property will be subject to the terms, covenants, conditions, restrictions and obligations set forth in this Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Declaration will be the same with respect to such added land as with respect to the land originally covered by this Declaration. To add land to the Development Area, Declarant will be required only to Record a notice of addition of land (which notice may be contained within any notice of applicability filed pursuant to *Section 9.05* of the Covenant) containing the following provisions:

- (a) A reference to this Declaration, which will include the recordation information thereof;
- (b) A statement that such land will be considered a part of the Development Area for purposes of this Declaration, and that all of the terms, covenants,



conditions, restrictions and obligations of this Declaration will apply to the added land; and

(c) A legal description of the added land.

**4.02 Withdrawal of Land.** Declarant may, at any time and from time to time, reduce or withdraw land from the Development Area and remove and exclude from the burden of this Declaration any portion of the Development Area. Upon any such withdrawal this Declaration and the covenants, conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Development Area withdrawn. To withdraw lands from the Development Area hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

(a) A reference to this Declaration, which will include the recordation information thereof;

(b) A statement that the provisions of this Declaration will no longer apply to the withdrawn land; and

(c) A legal description of the withdrawn land.

## ARTICLE 5 GENERAL PROVISIONS

**5.01 Term.** The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Declaration will run with and bind the Development Area, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is Recorded, and continuing through and including January 1, 2067, after which time this Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Neighborhood Delegate system of voting is not applicable to an amendment as contemplated in this *Section 5.01*, it being understood and agreed that any change must be approved by a vote of the Members, with each Member casting their vote individually. Notwithstanding any provision in this *Section 5.01* to the contrary, if any provision of this Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

**5.02 Amendment.** This Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and acknowledged by (i) the Declarant, acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Neighborhood Delegate system of voting is not applicable to an amendment as contemplated in this *Section 5.02*, it being understood and agreed that any such amendment must be approved by a vote of the Members, with each Member casting their vote individually.

**5.03 Notices.** Any notice permitted or required to be given by this Declaration must be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

**5.04 Interpretation.** The provisions of this Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Declaration will be construed and governed under the laws of the State of Texas.

**5.05 Gender.** Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

**5.06 Assignment of Declarant's Rights.** Notwithstanding any provision in this Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

**5.07 Enforcement and Nonwaiver.** Except as otherwise provided herein, any Owner of Lot, at such Owner's own expense, Declarant and the Association will have the right to enforce all of the provisions of this Declaration. The Association and/or the Declarant may

initiate, defend or intervene in any action brought to enforce any provision of this Declaration. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Documents is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant or the Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Development Area is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein. The failure to enforce any provision of the Documents at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Documents.

**5.08 Construction.** The provisions of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular. All captions and titles used in this Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

*[SIGNATURE PAGE FOLLOWS]*

EXECUTED to be effective the 18 day of April, 2017.

**DECLARANT:**

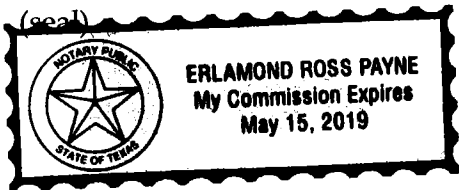
**SONWEST CO., INC.**, a Texas corporation

By: *Andrew Bilger*  
Printed Name: Andrew Bilger  
Title: VP

THE STATE OF TEXAS                   §  
  §  
COUNTY OF Williamson           §

This instrument was acknowledged before me on this 18 day of April, 2017, by Andrew Bilger, VP of SonWest Co., Inc., a Texas corporation, on behalf of said corporation.

*Erlamond Ross Payne*  
Notary Public, State of Texas



**EXHIBIT "A"****DEVELOPMENT AREA**

Lots 3 thru 22, Lots 25 thru 59, Block 25, Lots 1 thru 23, Block 26, Lots 1 thru 20, Block 27, Lots 1 thru 10, Block 28, in Sonterra West, Section 8-C, a subdivision located in Williamson County, Texas according to the map or plat recorded in Cabinet EE, Slides 325-328 of the Plat Records of Williamson County, Texas.

Lots 1 thru 19, Block 1, Lots 1 thru 10, Block 2, Lots 2 thru 11, Block 3, Lots 1 thru 7 & 28 thru 31, Block 4, Lots 1 thru 4, & 26 thru 32, Block 5, Lots 1 thru 7 & 17 thru 32, Block 6, Lots 1 thru 5, Block 76, in Sonterra West, Section 7-A, Phase I, a subdivision located in Williamson County, Texas according to the map or plat recorded in Cabinet FF, Slides 54-57 of the Plat Records of Williamson County, Texas.

Lots 29 thru 74, Block A, Lots 13 thru 51, Block C, in Sonterra West, Phase VI, a subdivision located in Williamson County, Texas according to the map or plat recorded in Cabinet FF, Slides 111-114 of the Plat Records of Williamson County, Texas.

Lots 1 thru 4 & 24 thru 30, Block 11, Lots 9 thru 22, Block 22, Lots 9 thru 15, Block 23, Lots 62 thru 73, & 74 thru 88, Block 25, Lots 1 thru 9, 20 thru 27 & 28 thru 37, Block 33, Lots 1 thru 7, Block 35, Lots 1 thru 10, Block 36, Lots 1 thru 9, Block 37, in Sonterra West, Section 8-B, a subdivision located in Williamson County, Texas according to the map or plat recorded in Document No. 2011049364 of the Plat Records of Williamson County, Texas.

Lots 1 thru 18, Block A, Lots 1 thru 26, Block B, Lots 1 thru 19, Block C, Lots 1 thru 12, Block D, Lots 1 thru 10, Block E, Lots 1 thru 8, Block F, in Sonterra West, Phase 1B, a subdivision located in Williamson County, Texas according to the map or plat recorded in Cabinet AA, Slides 367-370 of the Plat Records of Williamson County, Texas.

Lots 1 thru 24, Block A, in Sonterra West, Phase IIB-1, a subdivision located in Williamson County, Texas according to the map or plat recorded in Cabinet BB, Slides 221-223 of the Plat Records of Williamson County, Texas.

Lots 1 thru 27, Block A, Lots 1 thru 8, Block B, Lots 1 thru 12, Block C, Lots 1 thru 8 & 10 thru 21, Block D, in Sonterra West, Phase IV, a subdivision located in Williamson County, Texas according to the map or plat recorded in Cabinet CC, Slides 51-53 of the Plat Records of Williamson County, Texas.

Lots 20 thru 34 & 36 thru 41, Block C, Lots 1 thru 8, Block D, Lots 1 thru 3, 9 thru 24 & 46 thru 56, Block F, Lot 1, Block G, in Sonterra West, Phase V-A, a subdivision located in Williamson County, Texas according to the map or plat recorded in Cabinet CC, Slides 98-100 of the Plat Records of Williamson County, Texas.

Lots 19 thru 20, Block 17, Lots 1 thru 36, Block 18, Lots 13 thru 24, Block 19, Lots 13 thru 20, Block 22, Lots 1 thru 8 & 16 thru 30 Block 23, Lots 1 thru 15, Block 24, Lots 1 thru 2, Block 25, Lots 61 thru 61, Block 25, in Sonterra West, Phase 8-A, Phase 1, a subdivision located in Williamson County, Texas according to the map or plat recorded in Cabinet DD, Slides 24-27 of the Plat Records of Williamson County, Texas.

Lots 42 thru 72, Block C, Lots 9 thru 19, Block D, Lots 4 thru 45, Block E, Lots 2 thru 13, Block G, in Sonterra West, Phase V-B, a subdivision located in Williamson County, Texas according to the map or plat recorded in Cabinet DD, Slides 28-31 of the Plat Records of Williamson County, Texas.

Lots 1 thru 8, Block 1, Lots 1 thru 10, Block 2, Lot 1, Block 3, Lots 1 thru 18, Block 4, Lots 1 thru 8, Block 5, Lots 1 thru 11, Block 7, in Sonterra West, Phase III, Phase I, a subdivision located in Williamson County, Texas according to the map or plat recorded in Document No. 2010081335 of the Plat Records of Williamson County, Texas.

**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2017035303**

Pages: 47      Fee: \$201.00  
04/24/2017    08:19 AM



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas