

THE STATE OF TEXAS §

COUNTY OF VICTORIA §

WHEREAS, JACK HARRIS, is the owner of all of the lots and blocks in SONTERRA ESTATE SUBDIVISION, an addition to the City of Victoria, Victoria County, Texas, according to the established map and plat thereof duly recorded in Volume , page of the Plat Records of Victoria County, Texas, to which reference is here made for all purposes.

WHEREAS, JACK HARRIS desires to place of record certain restrictive covenants, conditions and limitations affecting all of the lots and blocks in SONTERRA ESTATE SUBDIVISION.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Jack Harris, for the purpose of impressing upon the properties hereinabove described and referred to the restrictive covenants and conditions hereinafter set out, does hereby make and publish the following limitations, restrictions, covenants and conditions which shall apply to and become a part of all contracts of sale, deeds and all other legal instruments whereby title and possession is divested out of the present owner of the above described properties and is vested in any other person or persons, to all of which the aforesaid owners do hereby bind themselves, as the fee owners of said properties all of said limitations, restrictions, covenants and conditions shall extend to all of the heirs, executors, administrators, assigns, devisees, lessees, successors and holders of every kind who may purchase or otherwise acquire any real property in the said Sonterra Estate Subdivision from the owner thereof, and said owner expressly retain and reserve in every part, parcel and lot in said properties and proprietary right to enforcement and observance of all such limitations, restrictions, covenants and conditions.

I. USE OF LAND:

All of the lots within Sonterra Estate Subdivision shall be used for single family private residences exclusively. No store or business house, and no building of any kind whatsoever shall be erected or maintained thereon, except private dwelling houses and such out-buildings as are customarily appurtenant to single dwelling houses, each house being detached and being designed for occupancy by a single family. No residence shall be used as a boarding house or as a rooming house. A residence shall be considered a boarding house or rooming house when more than one person is provided board or lodging therein for hire.

No residence of a temporary character shall be permitted on any lot, and no previously built structure shall be moved onto any lot in the subdivision, it being the intention of these covenants and restrictions to require all buildings located on any lot or properties, above described in the first paragraph of this section, to be erected on such lot or properties.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot above described and referred to in the first paragraph of this section at any time as a residence, either temporarily or permanently.

0013 PAGE 047

OFFICIAL RECORDS

VOL 0019 PAGE 848

No trade, business or profession shall be carried on upon any lot or in any structure upon any of the properties hereinabove described, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

II. LOT AREA AND FRONTAGE:

No dwelling shall be erected on any lot having an area less than the lot as shown on the recorded plats of Bridle Ridge.

III. SIZE OF DWELLING:

A. The minimum ground floor area of one story main structures, exclusive of open porches and garages, shall be as follows:

<u>Block No. 1</u>	<u>Lot No.</u>	<u>Minimum Area in Square Feet</u>
All Blocks	All lots	1800

B. The minimum ground floor area of all one and one-half and two story houses, exclusive of open porches and garages, shall be as follows:

<u>Block No.</u>	<u>Lot No.</u>	<u>Minimum Area in Square Feet</u>
All Blocks	All Lots	1000

C. All dwellings shall be required to have a minimum of a double-car garage or double-car carport.

IV. MATERIALS OF CONSTRUCTION:

The outer portion of the walls of the principal residence building including attached garages constructed on any lot in Sonterra Estate Subdivision shall be composed of rock, brick or stone masonry, covering not less than 50% of the total outside wall area. This provision shall not apply to detached garages situated no nearer than twenty (20) feet from the minimum set back line as shown on the recorded plat of Sonterra Estate Subdivision.

Under no circumstance shall concrete or hollow-tile blocks be utilized as the outer portion of the walls of the residence or garage, nor shall any asbestos siding or metal siding be used on the garage, nor shall the main structure have asbestos siding anywhere. Wood shingle, composition shingle (weighing a minimum of 240 pounds per square) standing seam metal, or hard tile roofs only shall be used on single family dwellings in Sonterra Estate Subdivision except by approval of Architectural Control Committee.

V. DRIVEWAY:

Each residence shall have a concrete driveway leading from the street to garage or carport, and such driveway shall be at least twelve (12) feet wide and conform in all respects to the standards prescribed by the City of Victoria.

VI. BUILDING LOCATION:

No single family dwelling shall be located on any lot nearer to the front line or nearer to the side street than the minimum building set back lines shown on the recorded plat. In any event, no single family dwelling shall be located on any lot in Sonterra Estate Subdivision nearer than fifty (50)

feet, nor farther than seventy (70) feet from the front lot lines. No building shall be located nearer than ten (10) feet to the lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

With written approval of the Architectural Control Committee, any building may be located further back from the property line as provided in Paragraph VI, above, where in the opinion of the said Committee, the proposed location of the building will add to the appearance and value of the property and will not detract from the appearance or value of other properties. Garage locations may vary upon the approval of the Architectural Control Committee.

VII. SIGNS:

No sign of any kind shall be displayed to the public view on any lot, except one sign of a size of not more than four (4) square feet, advertising the property for sale or rent, or signs used by a builder advertising the property during the construction and sales period on residences.

VIII. OIL AND MINING OPERATIONS:

No oil drilling, oil development operations, oil refinding, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

IX. MISCELLANEOUS PROVISIONS:

No tank for the storage of oil or other fluid may be maintained on any of the lots above the surface of the ground.

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

No lot shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No fence, wall or hedge shall be built or maintained forward of the front wall line of the respective dwelling, except retaining walls of not over six (6) inches above lot grade shall be permitted.

No boat or trailer shall be parked for storage in the driveway or yard in front of the front wall line of the respective dwelling.

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map and plat and shall be maintained by owners.

Grass, weeds and vegetation on each lot sold shall be kept mowed at regular intervals and drainage areas over

and across any part of a lot shall be kept clean and open so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the property. Until a residence is built on a lot, Jack Harris, may at his option, have the grass, weeds, and vegetation cut when and as often as the same is necessary in his judgement and have dead trees, shrubs and plants removed from the property, and the owner or buyer under contract of such lot shall be obligated to reimburse Jack Harris for the cost of such work.

X. ARCHITECTURAL APPROVAL:

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans and specifications and plat showing the location of such building shall have been approved in writing as to qualify or workmanship and materials conformity and harmony of external design with existing structures in this subdivision, and as to location of the building with respect to topography and finished elevation by an Architectural Control Committee, composed of Jack Harris or in his absence a person designated by Jack Harris of Victoria, Texas.

XI. TERM:

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

XII. ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

XIII. SEVERABILITY:

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

EXECUTED this 9th day of July, A.D., 1992.

SONTERRA ESTATE SUBDIVISION

BY: [Signature]
JACK HARRIS, OWNER

THE STATE OF TEXAS §

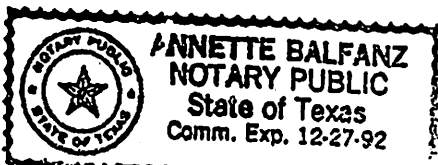
COUNTY OF VICTORIA §

Before me, Annette Balfanz, a notary public, on this day personally appeared Jack Harris, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9th day of July, 1992.

(seal)

Annette Balfanz
Notary Public



RIDGE DRIVE

BRIDLE RIDGE
VOLUME 5, PAGE 313

JACK HARRIS, DEVELOPER
(512) 573-6180

BURGH STREET (80.0' R.O.W.) N 44°56'41" E 39.44'

AL=187.84' R=884.41' Δ=12°10'09"

N 32°46'32" E 178.88'

R=552.54' Δ=31°06'57" AL=300.07'

S 25°25'08" E 157.62'

S 46°14'13" E 572.00'

U.S. HWY. 77 (HALLETTSVILLE HWY.)

S 44°56'41" W 306.42'

AL=187.84' R=884.41' Δ=12°10'09"

N 32°46'32" E 178.88'

R=552.54' Δ=31°06'57" AL=300.07'

S 25°25'08" E 157.62'

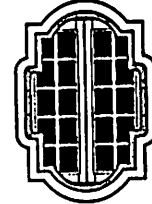
S 46°14'13" E 572.00'

U.S. HWY. 77 (HALLETTSVILLE HWY.)

U.S. HWY. 77 (HALLETTSVILLE HWY.)

NORTH CORNER OF
LOT 5 - 9.354 J
KATHRYN HEIGHTS

Sonterra Properties
Real Estate Rentals
Development - Management



Jack Harris, Owner
Cathy Harris, Co-owner

401 Pasadena Drive
Victoria, Texas 77904-1603
512/573-6180
mobile 512/550-2630

KATHRYN HEIGHTS
VOLUME 4, PAGE 8

ROBERT J. HEWITT
VOLUME 1387, PAGE 11

SONFERRA ESTATE SUBDIVISION

SOLD

SOLD

SOLD

SOLD

SOLD

SOLD

SOLD

SOLD

SOLD

SOLD

SOLD

LOT 1
0.805 AC
BRUCE &
LORRAINE
BLANK

LOT 2
0.820 AC
MR. & MRS.
TOM
FISHER

LOT 3
0.863 AC
GARY &
KATHY
STROUD

LOT 4
0.914 AC
DAVID & KIM
BOWERS
C K 1

LOT 5
0.948 AC
WOODROW,
WAGNER &
SONS.

LOT 6
1.042 AC

LOT 12
0.896 AC

LOT 11
0.896 AC

LOT 10
0.896 AC

LOT 9
0.896 AC

LOT 8
0.896 AC

LOT 7
0.896 AC

SOLD
MR. & MRS.
WIM.
TROYER

22,850.00

22,850.00

22,850.00

22,850.00

22,850.00

22,850.00

22,850.00

22,850.00

22,850.00

22,850.00

NORTHGATE ROAD (60.0' R.O.W.)

S 43°45'47" W 641.27'

NORTHGATE TRACTS SUBDIVISION NO. 1
VOLUME 3, PAGE 43