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GERRY RICKHOFF
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BEXAR COUNTY
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TO THE PUBLIC

AMENDMENTS OF RESTRICTIONS
FAIR OAKS RANCH, BEXAR COUNTY, UNIT B

The Restriction Committee/Architectural Review Committee for Fair Oaks Ranch, Bexar County Unit B ("Committee"), organized pursuant to Public Restrictions filed in Bexar County at Volume 1175 pages 221-229("Restrictions"herein), having met and duly considered the following amendments to the restrictive covenants and use limitations set forth in such Restrictions, in furtherance of the uniform plan for the development of the above unit as a high class residential area, and pursuant to Paragraph C of such Plat Records, do hereby adopt the following amendments to the Restrictions.

1. In the event of any dispute involving the Committee's exercise of discretion, the Committee's exercise of such discretion and authority will be considered to be presumptively reasonable and shall control unless, after an unsuccessful mediation of such dispute, such exercise of discretion and authority by the Committee is successfully judicially challenged by clear and convincing proof that such exercise of discretion by the Committee was arbitrary, capricious, or discriminatory. To assist in attracting volunteer candidates to serve on this Committee, under no circumstances shall an owner or occupier of a lot encumbered by these Restrictions as amended sue one or more individual members of the Committee (or any former members of the Committee) for any monetary damages in connection with their service or participation on the Committee, or alleged lack of sufficient participation on the Committee.
2. The composition of the Committee, or the filling of a vacancy on the Committee need not be filed with the Bexar County Deed Records. Information relating to the composition of the Committee is available through the Fair Oaks Ranch Homeowners Association, Inc. Paragraph C in such original Restrictions is hereby amended to the extent it is inconsistent with any of the foregoing amendments in this paragraph in these Amendments.
3. Amend the second sentence of paragraph number 4 to read: No structures of any type, with the exception of fencing, shall be constructed within 40 feet of the back property line for all lots adjacent to the fairways of the golf course
4. Amend paragraph number 9 to read: All fencing on fairway lots shall be constructed of either metal pickets or a single, green chain. Fences of the type specified may be constructed up to the limit of the back property line and extend along side property lines no further than the front of the house. Metal fences must be of wrought iron, or equivalent material, and be black in color. The fence, including base, should be a total of five to six feet in height and be composed of pickets, one-half by one-half inch in size, four inches apart. A lower twenty-four inch picket centered between the standard length pickets may be included as an option. The fence may be set on a stone or brick base not to exceed eight inches in height. Steel posts shall be two by two inches in size. If desired, posts may be of stone, brick or stucco not exceeding

fifteen by fifteen inches in size and must be a minimum of eight feet apart, except when supporting a gate. Chain style fences should be patterned after similar fences on Live Oak One and Eighteen fairways. The Restrictions/Architectural committee must approve the design of all fences prior to construction.

This document re-adopts and restates the Restrictions and merely adds to such Restrictions adopted and filed in June 15, 1978. To the extent, however, any provisions in this Amendment is inconsistent with any provisions in the Restrictions, the provisions of this Amendment control and shall be given deference of the Restrictions

Now, therefore pursuant to the Public Restrictions, the undersigned affirms the adopting of these amendments to the Public Restrictions effective from and after Feb. 15, 2003.

Witness my hand this 15th day of Feb. 2003.

Restrictions Committee/Architectural Review
Committee, Bexar County, Unit B

By:

Donald L. Bringer
Its Chairman

McCaughan Member

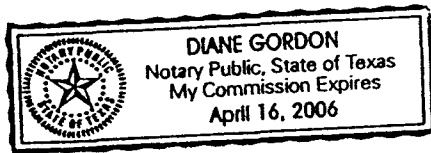
Paul A. [Signature]

[Signature]

State of Texas }

Before me, the undersigned authority on this day personally appeared Don Brieger, chairperson of the Restrictions Committee/Architectural Review Committee for Fair Oaks Ranch, Bexar County, Unit B, personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes therein expressed and in the capacity therein stated after the requisite number of members of such Committee voted in support of the adoption and filing of the foregoing instrument. Actually, as indicated by each current member's signature below, the vote among the Committee in support of these amendments was unanimous.

Given under my hand and seal of office this 7th day of April 2003.



Diane Gordon

Notary Public in and for the
State of Texas
My commission expires: _____

After recording return to:
Fair Oaks Ranch Homeowners Assn.
7286 Dietz Elkhorn
Fair Oaks Ranch, Texas 78015

WAIVER OF RESTRICTIONS

STATE OF TEXAS I
COUNTY OF BEXAR I

WHEREAS, in order to provide a uniform plan for the improvement, development and sale of lots in the Fair Oaks Ranch Subdivision, Bexar County, Texas, Fairco, Inc. and its successor, Ralph E. Fair, Inc. and 1000 Acre Fair Oaks Project, Ltd., executed restrictions for certain subdivisions described herein, and filed such restrictions for record in the Real Property Records of Bexar County, Texas, and

WHEREAS, each of the subdivision restrictions described herein contained a provision, "All purchasers of fairway lots are required to complete the construction of a main dwelling unit on said fairway lot within five years from the date of purchase of said lot. If at the expiration of five years from the date of said purchase said main dwelling unit has not been constructed, the grantors reserve the right to repurchase said lot at its original sales price."

WHEREAS, Ralph E. Fair, Inc. and 1000 Acre Fair Oaks Project, Ltd. are the beneficiaries of the option of repurchase and in order not to create any undue hardship on any of the purchasers of lots in these tracts, Ralph E. Fair, Inc. and 1000 Acre Fair Oaks Project, Ltd. hereby waive any rights they have by reason of a paragraph of similar language to repurchase said lots.

NOW, THEREFORE the right of repurchase is hereby waived and rescinded by Ralph E. Fair, Inc. and 1000 Acre Fair Oaks Project, Ltd. for any of such rights as described in the Official Public Records of Real Property of Bexar County, Texas, as follows:

Fair Oaks Ranch Bexar County Unit	Paragraph	Volume	Page
B	23	1175	226
D-4	23	2385	858
E	23	1710	894, 895
H	23	2213	413
J	23	2606	60
L	23	2620	1077
O	23	2967	2069
Q	23	3256	1638
R	23	3256	1647

EXECUTED this 28th day of June, 1993.

1000 ACRE FAIR OAKS PROJECT, LTD.
DON SMITH COMPANY (A TEXAS CORPORATION),
GENERAL PARTNER

RALPH E. FAIR, INC

By: Donald A. Smith
Donald A. Smith, President

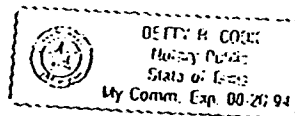
By: Robert J. Weiss, Jr.
Robert J. Weiss, Jr., President

STATE OF TEXAS

(Corporate Acknowledgment)

This instrument was acknowledged before me, the undersigned authority, this 28th day of June, 1993, by Robert J. Weiss, Jr., President of Ralph E. Fair, Inc., and Donald A. Smith, President of Don Smith Company

Betty R. Cook
Notary Public, State of Texas
My Commission Expires: 6-20-94
Betty R. Cook
(Typed/Printed Name of Notary)



WAIVER OF RESTRICTIONS

STATE OF TEXAS §

COUNTY OF BEXAR §

WHEREAS, in order to provide a uniform plan for the improvement, development and sale of lots in the Fair Oaks Ranch Subdivision, Bexar County, Texas, Fairco, Inc. and its successor, Ralph E. Fair, Inc., executed restrictions for certain subdivisions described herein, and filed such restrictions for record in the Real Property Records of Bexar County, Texas, and

WHEREAS, each of the subdivision restrictions described herein contained a provision requiring payment of certain fees to the Fair Oaks Country Club, Inc., doing business as Fair Oaks Ranch Golf & Country Club in lieu of Country Club dues, which stated the following:

"All property owners of fairway lots are required to pay a fee to the Fair Oaks Ranch Golf & Country Club in lieu of the Country Club dues amounting to twenty percent (20%) of the Fair Oaks Ranch Golf & Country Club full family membership dues, if said property owners do not choose to become members of the Club. If said fee is not paid, unpaid fees will become a lien in favor of the Fair Oaks Ranch Golf & Country Club on said property."

WHEREAS, Fair Oaks Country Club, Inc., d/b/a Fair Oaks Ranch Golf & Country Club, no longer desires to be the beneficial recipient of such fees, and the waiver of such requirement in the restrictions would have no effect on the uniform plan for the improvement, development and sale of lots in the Fair Oaks Ranch Subdivision.

NOW, THEREFORE, it is hereby declared that Fair Oaks Country Club, Inc., d/b/a Fair Oaks Ranch Golf & Country Club, waives its right to receive any such fees described herein, and more particularly described in the Official Public Records of Real Property of Bexar County, Texas, as follows:

<u>Fair Oaks Ranch</u> <u>Bexar County Unit</u>	<u>Paragraph</u>	<u>Volume</u>	<u>Page</u>
B	26	1175	226
D-1	25	2613	984
D-2	25	2414	1638
D-3	25	2398	68
D-4	26	2385	858
E	27	1710	895
H	25	2213	413
J	26	2606	60
L	26	2620	1077
O	26	2967	2069
F-1	29	1706	718

EXECUTED this 30th day of October, 1986.

FAIR OAKS COUNTRY CLUB, INC.

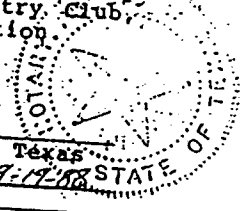
By: Robert J. Weiss, Jr.
Robert J. Weiss, Jr.,
President

(Corporate Acknowledgment)

STATE OF TEXAS

This instrument was acknowledged before me, the undersigned authority, this 30th day of October, 1986, by Robert J. Weiss, Jr., President of Fair Oaks Country Club, Inc., a Texas corporation, on behalf of said corporation.

Betty R. Cook
Notary Public, State of Texas
My Commission Expires: 9-17-88
Betty R. Cook
(Typed/Printed Name of Notary)



R.1/lp

Return To:

RICHARD F. HALTER
2400 InterFirst Plaza
San Antonio, Texas 78205

Any corporation which certifies the sale, rental or use of the described real property, whether by order or deed, is liable and unenforceable under Federal Law. THE STATE OF TEXAS) COUNTY OF BEXAR) (Hereby certifies that this instrument was filed in file number 3999999 on the date and at the time stated herein by me, and was duly recorded, in the Official Public Records of this County of Bexar, Texas on

MAR 3 1987



Robert J. Green
COUNTY CLERK BEXAR COUNTY, TEXAS

RECEIVED
COUNTY CLERK BEXAR CO.
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FAIRCO, INC.

TO THE PUBLIC:

DEED

RESTRICTIONS

913172

FAIR OAKS RANCH BEXAR COUNTY UNIT B

STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR X

THAT WHEREAS, Fairco, Inc., is the owner of the land and premises known as Fair Oaks Ranch Bexar County Unit B, Bexar County, Texas, described according to plat recorded in Volume 8200, Pages 94, 95 and 96, Bexar County Plat Records, comprising 40.103 acres, more or less, and said tract of land and premises being herein referred to as "the subdivision" and

WHEREAS, Fairco, Inc., desires to subject such real property to the protective covenants, restrictions, reservations and easements herein for the benefit of such property and the present and future owners thereof;

NOW THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof, and in general, will insure the best use and most appropriate development of such subdivision:

I.

A. COVENANTS AND RESTRICTIONS

1. With the exception contained in Paragraph (c) hereinbelow, each of the lots in such subdivision shall hereafter be used only for the construction of one single family residence or main dwelling unit thereon, including other appurtenant structures permitted under the terms hereof, with it being intended that no commercial use of any such lots shall be permitted and, specifically, that no sign shall be placed on any such lot indicating a commercial use thereof, and that such main dwelling units constructed on each such lot shall contain at least the following number of square feet of main dwelling living area, exclusive of porches, garages and breezeways:

(a) Lots 97 through 131:

(1) 2,100 square feet, single story, two-car garage attached;

(2) 2,300 square feet, single story, detached garage or carport;

(3) 2,400 square feet, two-story.

(b) Lots 85 through 96 and Lots 132 through 142:

(1) 1,900 square feet, single story, two-car attached garage;

(2) 2,100 square feet, single story, detached garage or carport;

(3) 2,200 square feet, two-story, attached garage;

(4) 2,400 square feet, two-story, detached garage or carport.

(c) Lots 143 through 153 shall be restricted to residential, single family/luxury duplex/or townhomes. In the case of luxury duplexes or townhomes, each separate living unit shall contain not less than 1,600 square feet of heated, air-conditioned living space, exclusive of porches, garages and breezeways. In the case of single family dwellings, the minimum square footage shall be the same as Lots 85 through 96 and Lots 132 through 142. No more than two combined units shall be constructed on Lots 143 through 153, unless approved by the Restrictions Committee. In the case of duplexes or townhome construction, the separate living units must be physically connected with the same type of architecture and will contain garages with side or rear loading where possible so as to give the appearance of a single large unit. Lots 114 through 133 are restricted to the construction of one story homes facing the front of each lot. A split level or second story constructed down and to the rear is authorized on said Lots 114 through 133.

2. (a) Plans for all dwelling units must be submitted to the Architectural Review Committee for approval before construction on any such units may begin, in accordance with the provisions contained in Paragraph "B" below, entitled "Architectural Review Committee."

(b) All dwelling units hereafter constructed in such subdivision shall be constructed in a good and workman-like manner with the use of new materials and in such a way as to present a neat and attractive appearance in the area thereof. The exterior walls of all main dwelling units so constructed on said property, exclusive of porches, garages and breezeways appurtenant thereto, shall be constructed of at least 50% stone or brick, unless approved otherwise by Architectual Review Committee and with it being specifically here provided that no houses or other structures shall be moved onto any lot in such subdivision, other than commercially constructed childrens' playhouses and storage buildings when approved by the Architectural Review Committee.

3. The entire exterior of all main dwelling units constructed in such subdivision, together with the drive-ways, sidewalks and other exterior appurtenances thereto, must be completed within nine (9) months after the commencement of work thereon or the placing of materials therefor on such property, whichever occurs earliest, with the exception that ten day extensions for completion of

construction may be granted by the restriction committee upon application therefor.

4. All main dwelling units constructed in such subdivision shall be set back at least 25 feet from the front property line of each lot in such subdivision and shall be set back at least 8 feet from the side and rear lot lines, except on corner lots where the main dwelling unit must be set back 25 feet from the front and the sides, including overhangs and patios, of each lot in such subdivision. No structures of any type, including, but not limited to, patios, decks, gazebos, or fences shall be constructed within 40 feet of the back property line for all lots adjacent to the fairways of the golf course. All such improvements on any lot in such subdivision must face on the street upon which such lot fronts, subject however to any variances thereto as may be granted in writing by the Architectural Review Committee thereafter provided for:

5. That prior to the construction of any detached garages, storage buildings, guest houses or other out buildings on any lot in such subdivision, plans and specifications therefor, including a plot plan showing the proposed location thereof, must be submitted to the Architectural Review Committee hereinafter provided for, and the approval thereof procured from such committee prior to the commencement of construction thereon, and in connection therewith it is accordingly understood that the construction of any such barns, detached garages, guest houses, sheds or other out buildings on any lot in such subdivision without the prior approval of such Architectural Review Committee will be conclusively presumed to be in violation of these restrictions, with it being intended in connection with the provisions hereof that such Architectural Review Committee in furtherance of a uniform plan for the development of such subdivision shall be vested with the authority to control the location and type of construction of any such barns, detached garages, guest houses, sheds and other out buildings built in such subdivision in order to insure the development of said subdivision into a highclass residential area. Notwithstanding the foregoing, however, it is expressly understood that the failure of such Architectural Review Committee to give notification of its disapproval of any such plans and specifications for any such improvements, including a plot plan showing the location thereof, within thirty days after receipt thereof shall be deemed for all purposes under the provisions hereof as the approval thereof.

6. No garage, storage building or temporary building shall be constructed on any lot in such subdivision as living quarters thereon, except that detached servants quarters or guest houses may be constructed thereon provided it is built in conjunction with or after the main dwelling unit to which it is appurtenant is constructed.

7. No trailer house or mobile home shall be placed or otherwise permitted on any lot in such subdivision, with the exception that one vacation type mobile home or other recreation vehicle may be parked at or near a main dwelling unit in such subdivision provided it is not used as living quarters. No trailer house, mobile home, motor home, boat or other type of recreations vehicle will be permitted to be parked

on the streets or in front of any home on any permanent basis. Nor shall such vehicles be parked in such a manner as to be visible from the golf course fairways. All such recreational vehicles and/or motor homes and boats parked in the rear of any main dwelling unit on the fairway lots must be screened from the view of the fairways.

8. Any fuel oil, propane or butane tanks shall be located so as not to be visible from the fairways or from the street on which the lot where said tank is located faces.

9. No fences shall be constructed from the front lot line to the front (street) setback line of any lot. No fences shall be constructed within the 40 foot setback line of the back lot line of all fairway lots. All fencing shall be constructed of redwood, cedar, cypress, ash, white painted board, chain link, brick or stone, unless otherwise approved by the Architectural Review Committee. Only fences constructed of quality materials and good workmanship will be allowed. All fences must be approved by the Architectural Review Committee prior to construction.

10. No animals will be permitted on any lot in such subdivision except household pets, with it being specifically understood that no livestock of any type will be permitted on any part of said subdivision. Dogs maintained outside of a residence must be on a leash or under fence.

11. No firearms shall be discharged nor shall any hunting be done with any type of weapon within said subdivision.

12. No part or a portion of such subdivision shall be used as a junk yard or as an area for the accumulation of scrap or used materials and that no part of such subdivision shall be used for any purpose that is obnoxious or offensive to the owners of other lots in such subdivision, nor shall anything be done in such subdivision that becomes an annoyance or nuisance to the owners of other lots in said subdivision.

13. (a) Resubdivision, partition, partial conveyance, or ownership in divided or separate interests of any tract shall be permissible and lawful only if approved in writing by the Restriction Committee, sewer company and water company, as provided in Paragraph (b) herein, and is otherwise in full compliance with and conformity to all provisions hereof, including particularly but not limited to, the building setback requirements of paragraph 4.

(b) Plans for such resubdivision as described in Paragraph 13(a) must be submitted to the Restriction Committee, the sewer company and the water company, for approval prior to resubdivision, partition or partial conveyance. Failure to submit plans for resubdivision for approval will render such resubdivision, partition, partial conveyance or ownership in divided or separate interests void and without effect.

14. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on

the recorded plat. No utility company, water district, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants to property of the owner situation within such easement.

15. No garbage or other waste shall be kept except in sanitary containers.

16. No professional, business or commercial activity to which the general public is invited shall be conducted on any lot.

17. (a) No outside toilets or privies shall be permitted on any lot. All toilet facilities, kitchen sinks, washing machines, bathroom drains, etc., shall be connected to a sewage collection line meeting the approval of all county and state health authorities and complying with all regulations and shall be operated and maintained in such a manner as to not be obnoxious, offensive or to endanger the health or welfare of the occupants of the building site on which it may be located or any surrounding property.

(b) Water softeners will not be permitted to be back-flushed into sewer lines.

(c) All dwellings containing connections to the central sewer system must have a grease trap constructed between the dwelling unit and the central sewer system hookup.

(d) Homeowners who have private swimming pools are required to coordinate with the sanitation plant management prior to draining the pool into the central sewer system.

18. The drilling of water wells on any lot is prohibited.

19. No flat roofs will be permitted unless specifically approved by the Architectural Review Committee. All roof coverings on the fairway lots shall be made of shake shingle, slate tile, or metal. Composition shingles are prohibited unless specifically approved by the Architectural Review Committee. Exterior color schemes on fairway lots must be approved by the Architectural Review Committee.

20. All driveways must be paved with asphalt or concrete.

21. Any exterior lighting and particularly with reference to security or trouble lights such as those normally installed by CPSB or purchased by individuals, should be installed in such a manner as not to create a horizontal exposure but rather to be shielded in order to cast light upwards or downwards in a manner not to create problems for neighboring lots or the neighborhood generally.

22. Ham radio system antennas or other similar high towers or antennas on fairway lots are prohibited.

23. All purchasers of fairway lots are required to complete the construction of a main dwelling unit on said fairway lot within five years from the date of purchase of

said lot. If at the expiration of five years from the date of said purchase said main dwelling unit has not been constructed, the grantors reserve the right to repurchase said lot at its original sales price.

24. All property owners are required to maintain their lots, whether vacant or occupied, so as to not become overrun with tall grass, heavy brush, rubbish or trash. If, in the opinion of the Restrictions Committee, any property owners' lot becomes so overrun with tall grass, brush, rubbish or trash so as to cause a nuisance in the subdivision, the Fair Oaks Ranch Homeowners Association is authorized to clean up said lot at the expense of the property owner. If said cleaning fee is not paid within 60 days from the date of said cleanup, the expense of the cleanup will become a lien on the property in favor of the Fair Oaks Ranch Homeowners Association until paid.

25. All property owners are required to construct a small fence out of rock, brick, wood, or similar material around the electrical transformers located on the front of each lot to provide a screen for the transformers to maintain the attractive appearance of the subdivision.

26. All property owners of fairway lots are required to pay a fee to the Fair Oaks Ranch Golf and Country Club in lieu of the country club dues, amounting to 20% of the Fair Oaks Ranch Golf and Country Club full family membership dues, if said property owners do not choose to become members of the club. If said fee is not paid, unpaid fees will become a lien in favor of Fair Oaks Ranch Golf and Country Club on said property.

B. ARCHITECTURAL REVIEW COMMITTEE

Prior to the construction of any single family dwelling unit, detached garage, guest house, storage building, barn or other building in such subdivision, a complete set of plans and specifications must be submitted for review and approval of the Architectural Review Committee. The plans and specifications must state the total living area available in each single family dwelling unit, exclusive of garages, porches and breezeways. In addition, for each of the aforesaid listed buildings, a building plan must be submitted which shows all elevations. The locations of each building with reference to front, side and rear setback lines must be shown on a plot plan.

Failure to receive a response from the Architectural Review Committee within thirty (30) days from the date of submission will constitute approval of said plans and specifications.

The original Architectural Review Committee will consist of the nominee or nominees of Fairco, Inc. After July 1, 1983, the rules described herein which apply to the Restriction Committee for new members will apply to new members of the Architectural Review Committee.

C. RESTRICTION COMMITTEE

All architecture, plans and buildings in the subdivision shall comply with all applicable laws and building codes as well as with general and special restrictions herein, and any variances therefrom shall be subject to the approval of the Restriction Committee, the original to consist of nominees of Fairco, Inc.

The Restriction Committee retains the right in furtherance of a uniform plan for the development of Fair Oaks Ranch Bexar County Unit B, Bexar County, Texas, as a high-class residential subdivision, but subject to the limitations hereinafter recited, to execute amendments to, including granting variances from and on, the aforesaid restrictive covenants and use limitations in such subdivision, provided they, in the exercise of their best judgment and discretion, are of the opinion that any such amendments or variances would be in furtherance of the uniform plan for the development of such subdivision. Such Restriction Committee shall also perform all of the other duties and obligations imposed upon them under the provisions hereof. On or before July 1, 1983, the undersigned will appoint five property owners in such subdivision to serve as the Restriction Committee for such subdivision from and after such date by instrument recorded in the Deed Records of Bexar County, Texas, and such Restriction Committee for such subdivision until their successors are duly elected as hereinafter provided for. Such Restriction Committee, including any additional members thereof as hereinafter provided for, shall be vested with all of the duties, powers, prerogatives and discretions herein conferred upon the original Restriction Committee. Any vacancies in such Restriction Committee by death, resignation or otherwise, with it being understood that the sale by any member of such committee of all of his property in such subdivision will be for purposes hereof construed as a resignation by him from such committee, will be filled by the remaining members of such committee by recordable instrument filed in the Deed Records of Bexar County, Texas. Notwithstanding the foregoing, however, it is expressly understood that any time after July 1, 1983, the then owners of a majority of the lots in such subdivision, with any husband and wife being considered as one owner, may by instrument in writing filed in the Deed Records of Bexar County, Texas, elect a five member Restriction Committee for such subdivision and any committee so appointed shall thereafter be vested with all of the duties, powers, discretions and prerogatives of the original Restriction Committee herein provided for. The Restriction Committee may by letter delivered to the party involved grant variances from any one or more of the above recited limitations and restrictions insofar, and only insofar, as they pertain to individual lots in such subdivision. Any amendments to or variances from such limitations and restrictions made or granted by said committee pertaining to all of the lots in such subdivision may be made only by appropriate written instrument filed in the Deed Records of Bexar County, Texas. In connection with the foregoing, however, it is accordingly here provided that said committee shall have no power or authority to grant variances from or amendments to such limitations and restrictions which would permit the use of any lot in such subdivision for commercial

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purposes, except for a temporary sales office used for original sales of lots or homes by Fairco, Inc. or its authorized agent.

D. FAIR OAKS RANCH HOMEOWNERS ASSOCIATION

1. All lot owners shall become and continue to be members of the Fair Oaks Ranch Homeowners Association and agree to comply with its governing articles, the purposes of which are to provide various services and facilities for the use and benefit of the property owners, and all lot owners agree to accept such membership and to perform and be bound by the obligations, terms and conditions of membership in such Homeowners Association in accordance with its duly provided charter, by-laws, and resolutions.

E. DURATION AND AMENDMENT

The covenants, conditions and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Restriction Committee or the owner of any lots subject to the restrictions in this declaration, and their respective legal representatives, heirs, successors and assigns. It is further expressly understood that the undersigned, the Restrictions Committee, or any one or more of the owners of properties in said subdivision shall have the right to enforce the restrictive covenants and use limitations herein provided for on said subdivision by injunction in order to prevent a breach thereof or to enforce the observance thereof, which remedy however, shall not be exclusive and the undersigned, the Restrictions Committee or any other person or persons owning property in said subdivision injured by virtue of the breach of the restrictions and use limitations herein provided for on said subdivision shall accordingly have their remedy for the damages suffered by them as a result of any breach, and in connection therewith it is understood that in the event of a breach of these restrictions and use limitations by the owner of any lot or lots in said subdivision it will be conclusively presumed that the other owners of lots in said subdivision have been injured thereby. It is further expressly understood that the undersigned shall continue to have the right to enforce such restrictive covenants and use limitations after all property has been sold by them but shall have no obligation to do so. It is understood that all expenses, attorneys fees and court costs incurred in connection with the enforcement of such restrictive covenants and use limitations shall be borne by the party or parties seeking to enforce the same; and that the undersigned or the restrictions committee shall have no obligation to bear such expense, although they may contribute such expense if they so desire.

The covenants, conditions and restrictions herein shall be effective until September 1, 2018, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten years, unless by a vote of three-fourths of the owners of lots in such subdivision, with each lot in such subdivision having one vote, taken prior to September 1, 2018, or of any current extended period, and filed for record in the Deed Records of Bexar County, Texas, it is agreed that these restrictive covenants and use limitations shall terminate as to said subdivision on September 1, 2018 or current extended period.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

EXECUTED this 15 day of June, 1978.

FAIRCO, INC.

By: *Ralph E. Fair, Jr.*
Ralph E. Fair, Jr., President

STATE OF TEXAS X

COUNTY OF BEXAR X

Before me, the undersigned authority, on this day personally appeared Ralph E. Fair, Jr., the President of Fairco, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

Given under my hand and seal of office this the 15th day of June, 1978.



Shirley K. Beckham
Notary Public in and for Bexar
County, Texas

SHIRLEY K. BECKHAM
Notary Public, Bexar County, Texas
My Commission Expires June 30, 1978