

RALPH E. FAIR, INC.  
TO THE PUBLIC:  
RESTRICTIONS  
FAIR OAKS RANCH BEXAR COUNTY UNIT 13

STATE OF TEXAS           §  
                                  §   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR       §

THAT WHEREAS, RALPH E. FAIR, INC. is the owner of the land and premises known as Fair Oaks Ranch Bexar County Unit 13, Bexar County, Texas, described according to plat recorded in Volume 9531, Page 104, Bexar County Plat Records, comprising 1.01 acres, more or less, and said tract of land and premises being herein referred to as "the subdivision"; and

WHEREAS, RALPH E. FAIR, 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:

A. COVENANTS AND RESTRICTIONS

(1) Each of the lots in such subdivision shall hereinafter be used only for the construction of one single family residence or main dwelling unit therein, 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, except that a residential structure may be occupied as a Builder's Model Home and Sales Office, with a City of Fair Oaks Ranch approved sign (no construction personnel or construction operations) for a period not to exceed five years from date of the restrictions 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) Single family units:

- (1) 2400 square feet, single story, two-car garage attached;
- (2) 2600 square feet, single story with detached garage;
- (3) 2600 square feet, two-story.

(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 workmanlike 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 75% stone or brick, unless approved otherwise by Architectural 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 small commercially constructed 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 driveways, sidewalks and other exterior appurtenances thereto, must be completed within nine (9) months after the commencement of work thereof 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 the Restriction Committee upon application thereof.

(4) The main dwelling unit constructed in such subdivision shall be set back at least 50 feet from Pimlico Lane and 75 feet from Fair Oaks Parkway and shall be set back at least 25 feet from the side lot line and 15 feet from the rear lot lines of each lot in such subdivision.

(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 high class 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 they are built in conjunction with or after the main dwelling unit to which they are appurtenant is constructed.

(7) No trailer house or mobile home shall be placed or otherwise permitted on any lot in such subdivision for use as living quarters. It is further understood that one vacation-type mobile-type mobile home or other recreational vehicle may be parked at or near a main dwelling unit in such subdivision provided it is not used as living quarters.

(8) Any fuel oil, propane or butane tanks shall be located so as not to be visible from any street and shall be screened in a manner approved by the Architectural Review Committee.

(9) ALL FENCES MUST BE APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE PRIOR TO CONSTRUCTION. Fencing to be located within the building setback lines to Fair Oaks Parkway and Pimlico Lane shall be constructed of redwood, cedar, cypress, ash, wrought iron, with brick, stone or stucco columns with a maximum of 16 feet spacings between columns, unless otherwise approved by the Architectural Review Committee. Only fences constructed of quality materials and good workmanship will be allowed.

(10) No animals will be permitted on any lot in such subdivision other than those that are normally found in a suburban subdivision for private residential use and pleasure, with it being specifically understood that no swine will be permitted on any part of such subdivision and that no commercial livestock, animal or

fowl feeding, breeding or raising or sales operation or feed lot will be permitted on any part of said subdivision. No horse or other similar large animal will be permitted on any tract or combination of tracts. 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 any annoyance or nuisance to the owners of other lots in said subdivision or adjacent subdivision units.

(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 as provided in Paragraph (b) herein, and if each resulting separate tract is at least 1.00 acre in area (or, if the resulting separate tract is less than 1.00 acre in area, it may be approved if, when incorporated into the immediately adjoining tract owned by the same person, the resulting combined area totals more than 1.00 acre in area) and is otherwise in full compliance with and conformity of 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 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 situated with such easement. Wherever utility easements are shown and the owner constructs a fence over said easement, the owner shall construct a gate over said easement to allow convenient access by the utility companies, or other authorized entity using said easements.

(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 in this subdivision unit, except for the temporary use as a sales office model as set out in Paragraph A.1, Page 1.

(17) 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 septic tank or 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. The draining of septic tanks into road ditches is prohibited.

(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. If composition shingles are used as roofing material, a minimum of 30 year manufacturer's design architect dimensional shakes will be required.

(20) All driveways must be paved with concrete.

(21) IT IS PROHIBITED FOR ANY LOT OWNER TO MOVE INTO A DWELLING UNIT BEFORE THE DWELLING UNIT IS COMPLETED. THE ARCHITECTURAL REVIEW COMMITTEE SHALL DECIDE IF A DWELLING UNIT HAS BEEN COMPLETED, SHOULD ANY QUESTION ABOUT COMPLETION ARISE.

**B. ARCHITECTURAL REVIEW COMMITTEE**

PRIOR TO THE CONSTRUCTION OF ANY SINGLE FAMILY DWELLING UNIT, DETACHED GARAGE, GUEST HOUSE, SHED, 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. ALONG WITH THE SUBMISSION OF SUCH PLANS AND SPECIFICATIONS A FEE OF \$75.00 PAYABLE TO THE FAIR OAKS RANCH HOMEOWNERS ASSOCIATION SHALL BE SUBMITTED TO COVER THE EXPENSES OF THE COMMITTEE IN REVIEWING THE PLAN AND MAKING REQUIRED INSPECTIONS BEFORE OR AFTER CONSTRUCTION IS STARTED. 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 plot plan must be submitted which shows all elevations with the locations of each building with reference to front, side and rear setback lines, and which shows all utility, drainage and other easements affecting side lots.

The aforesaid fee of \$75.00 may be increased after 1996 at the discretion of the Architectural Review Committee to the extent necessary to cover the expenses of the Committee in making the required review of plans and specifications and inspections pertaining thereto.

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 GRANTOR WILL BE THE ARCHITECTURAL REVIEW COMMITTEE UNTIL DECEMBER 31, 1996; THEREAFTER THE ARCHITECTURAL REVIEW COMMITTEE WILL BE THE SAME COMMITTEE THAT FUNCTIONS AS THE RESTRICTION

COMMITTEE FOR THE ADJACENT UNIT B-7, AND ANY AMENDMENT BY THE OWNER OF UNIT 13 OR THAT PROPOSED BY THE UNIT B-7 COMMITTEE TO CHANGE THE RESTRICTIONS AS WRITTEN WILL REQUIRE THE FAVORABLE VOTE OF SEVENTY-FIVE PERCENT (75%) OF THE OWNERS OF LOTS IN FAIR OAKS RANCH BEXAR COUNTY UNIT 7.

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 Restriction Committee retains the right in furtherance of a uniform plan for the development of Fair Oaks Ranch Bexar County Unit 13, 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 aforerecited 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 Restrictions Committee shall also perform all of the other duties and obligations imposed upon them under the provisions hereof. Any vacancies in such Restrictions Committee by death, resignation or otherwise, with it being understood that the sale by any member of such committee of all of the member's property in such subdivision (Unit 13 and Unit B-7) will be for purposes hereof, construed as a resignation by said member 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. 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 purposes, except for a temporary builder's model and sales office as set out in Paragraph A(1).

D. FAIR OAKS RANCH HOMEOWNERS ASSOCIATION

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, bylaws 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 of Fair Oaks Ranch Bexar County Unit 7. It is further expressly understood that the undersigned, the Restriction Committee or any one or more of the owners of properties in Bexar County Unit 7, 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

Restriction Committee or any other person or persons owning property in Bexar County Unit 7, 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 in Bexar County Unit 13 that the owners of lots in Bexar County Unit 7 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 in Bexar County Unit 13 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 limitation 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 for a term of thirty years from the date this declaration is recorded, 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 expiration of said thirty year period or 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 at the end of such thirty year period 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 24 day of March, 1995.

RALPH E. FAIR, INC.

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

STATE OF TEXAS  
COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared Robert J. Weiss, Jr., President of Ralph E. Fair, Inc., a Delaware 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 24 day of March, 1995.

Betty R. Cook  
Notary Public, State of Texas

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