

AMENDMENT OF RESTRICTIONS
BEXAR COUNTY UNIT II
FAIR OAKS RANCH

The Restrictions Committee for Fair Oaks Ranch, Bexar County Unit II, organized pursuant to Public Restrictions filed by the original declarant, Fairco, Inc., in Bexar County, Texas, deed records at Volume 7927, pages 644-658 ("Restrictions" herein), and having met and duly considered amending the restrictive covenants and use limitations set forth in such Restrictions, in furtherance of the uniform plan for the development of the above units as a high-class residential area, and pursuant to the original Restrictions relating to the amendment of such Restrictions applying to that the land described as 190.37 acres out of the Maria F. Hernandez Survey No. 420, Abstract No. 314, County Block No. 4709, Bexar County, Texas, more fully described according to Plat recorded in Volume 7800, Pages 110-111, Bexar County Plat Records, do hereby adopt the following amendments to the Restrictions:

COVENANTS AND RESTRICTIONS

Paragraph 7 is amended to add: Parking of Vehicles, Trailers, etc.: No trailer house or mobile home shall be placed or otherwise permitted on any lot in such Subdivision for use as living quarters. (**Living quarters as used for either daily activities or sleeping quarters or both for more than 72 hours within any 30 day period.**) No vehicle of any kind shall be permitted to park on the front yard.

Paragraph 10 is amended to add: Animals: All horses must be contained in an approved fence or outbuilding.

Paragraph 23 is amended to add: Maintenance and Upkeep: Each owner shall maintain all dwellings, structures, improvements, outbuildings and fences in good repair in accordance with original structural integrity and appearance. This includes promptly repairing/replacing all damaged, loose, missing, or unsightly sections of all fences and structures, as well as maintaining fences in their original position and alignment.

Paragraph 25 is amended to read: Solar Panels, Rainwater Catchment Systems, Wind Turbines: Plans for solar panels, rainwater catchment systems, wind turbines and all similar renewable energy and resource conservation outdoor systems must receive approval from the Restrictions Committee before installation or construction begins. **Setback will be in accordance with Paragraph 4 of Unit B-2 restrictions.**

Homeowners are encouraged to blend solar panels with existing rooflines, home colors and building materials as much as possible. Rainwater catchment systems shall either be incorporated into the home/fence construction to the degree possible, so as to blend into the neighborhood and not be obtrusive from adjacent lots, streets, or neighboring properties.

Current Paragraph 25 is renumbered as Paragraph 26.

This document re-adopts and restates the Restrictions and merely adds to such Restrictions adopted and filed in 1977 and 2008 as may have thereafter been amended. To the extent, however, any provisions in the original Restrictions, the provisions in this Amendment control and shall be given deference over the original Restrictions.

Now, therefore, pursuant to the Public Restrictions, the undersigned affirms the adopting of these amendments to the Public Restrictions effective from and after the date of the filing hereof with the Bexar County Real Property Records or its equivalent.

Witness my hand this 22 day of June, 2012

Restrictions Committee, Bexar County, Unit II

By: Kathy P. Phillips
Kathy P. Phillips, Its Chairperson

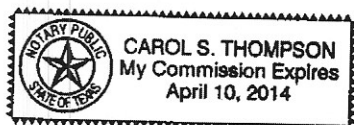
Committee Members:

Elmer Pavlas
Carl Wiglesworth
Jack Labo
Barbara Elizondo
Roy Elizondo

STATE OF TEXAS §
COUNTY OF BEXAR §

Before me, the undersigned authority on this day personally appeared Kathy P. Phillips, Chairperson of the Restrictions Committee Fair Oaks Ranch, Bexar County Unit II, 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 all members of the Restrictions Committee (currently consist of herself, Elmer Pavlas, Carl Wiglesworth, Jack Labo, Barbara Elizondo and Roy Elizondo) voted in support of the adoption and filing of these amendments.

Given under my hand and seal of office this 22 day of June, 2012.



Carol S. Thompson
Notary Public in and for the State of Texas
My Commission expires: 4-10-14

SCANNED

AMENDMENT OF RESTRICTIONS
BEXAR COUNTY UNIT II
FAIR OAKS RANCH, TEXAS



COVENANTS AND RESTRICTIONS

12. Section 12 is amended to add the following: "No part or portion of any lot in the subdivision shall be used to ride or race gasoline-powered motorized vehicles weighing more than 25 pounds, such as motorcycle dirt bike racing or recreating; provided however, that, excluded from this restriction is use of registered passenger vehicles or motorcycles designed for road use, gasoline-powered lawn mowers, tractors or golf carts or vehicles used for construction or lot maintenance/repair purposes."



This document re-adopts and restates the Restrictions and merely adds to such Restrictions adopted and filed in 1977 as may have thereafter been amended. To the extent, however, any provisions in this Amendment are inconsistent with any provisions in the original Restrictions, the provisions in this Amendment control and shall be given deference over the original Restrictions.

Now, therefore, pursuant to the Public Restrictions, the undersigned affirms the adopting of these amendments to the Public Restrictions effective from and after the date of the filing hereof with the Bexar County Real Property Records or its equivalent.

Witness my hand this 15TH day of September, 2008.

By: James Hunt
Restrictions Committee, Bexar County, Unit II
James Hunt, Chairman

State of Texas §
County of Bexar §

Doc# 20080204161 Fees: \$16.00
09/17/2008 11:12AM # Pages 1
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK

Before me, the undersigned authority on this day personally appeared James Hunt, Chairman of the Restrictions Committee Fair Oaks Ranch, Bexar County Unit II, personally 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 therein expressed and in the capacity therein stated after all members of the Restrictions Committee (currently consisting of Elmer Pavlas, Kathy Phillips, Jack Labo and Barbara Elizondo) unanimously voted in support of the adoption and filing of these amendments.

Given under my hand and seal of office this 15 day of September, 2008.

Carol S. Thompson
Notary Public in and for the State of Texas
My commission Expires: 04/10/2010



Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

AFTER RECORDING RETURN TO:

FAIR OAKS RANCH HOMEOWNERS' ASSOCIATION
7286 DIETZ ELKHORN
FAIR OAKS RANCH, TX 78015

SEP 17 2008



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS



TO THE PUBLIC:

AMENDED RESTRICTIONS FOR FAIR OAKS RANCH BEXAR COUNTY UNIT II

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS:

The Restrictions Committee for Fair Oaks Ranch, Bexar County Unit II ("Committee"), organized pursuant to Public Restrictions filed by the original declarant, Fairco, Inc., at Bexar County, Texas, deed records at Volume 7927, pages 644-658 ("Restrictions" herein), and having met and duly considered amending the restrictive covenants and use limitations set forth in such Restrictions, in furtherance of the uniform plan for the development of the above units as a high class residential area, and pursuant to the original Restrictions relating to the amendment of such Restrictions applying to that the land described as follows:

190.37 acres out of the Maria F. Hernandez Survey No. 420, Abstract No. 314, County Block No. 4709, Bexar County, Texas, more fully described according to Plat recorded in Volume 7800, Pages 110-111, Bexar County Plat Records.

(Referred to sometimes as "the Subdivision" herein); and

WHEREAS, these amendments are meant to augment and supplement the original Restrictions as amended in February and October 1977. To the extent the original Restrictions and the February, 1977 and October, 1977 amendments are not changed, such restrictions are restated herein so as to facilitate the reader's view of this one document to be apprised of all Restrictions to date applicable to the Subdivision. To the extent, if any, this document conflicts or is inconsistent with the original recorded restrictions as amended in 1977, the Restrictions in this document control and have precedence.



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:

COVENANTS AND RESTRICTIONS

1. 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 1,800 square feet of area, exclusive of porches, garages and breezeways. Any main dwelling unit containing 1,800 to 2,000 square feet of area shall have an attached double ("two-car") garage.

2. All single-family main 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 50% stone or brick, and with it

being specifically here provided that no houses or other structures shall be moved onto any lot in such subdivision, with the exception of small commercially constructed storehouses.

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 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 Restrictions Committee upon application therefor.

4. All main dwelling units, detached garages, patios, guest houses, sheds, wells, well houses, or other out buildings, with the exception of barns, constructed in such subdivision shall be set back at least 80 feet from the front property line of each lot in such subdivision and shall be set back at least 40 feet from the side and rear lot lines of each lot in such subdivision, except Lots 73, 74, 93, 94, 100, 101, 102, 103 and 104 where the side and/or rear lot lines are common to adjacent Lots 44, 45, 46, 47, 48, 49, or 72 in Fair Oaks Ranch Bexar County Unit I, where the set back must be at least 75 feet from the common side and/or rear lot lines, and 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 Restrictions Committee hereafter provided for.

5. That prior to the construction, erection, or placement of any single family dwelling, patios, barns, detached garages, sheds, guest houses, wells, well houses, or other out buildings, pool, fencing, or gating on any lot in such Subdivision, plans and specifications therefor, including a plot plan showing the proposed location thereof, must be submitted to the Restrictions Committee for Bexar County Unit II c/o Fair Oaks Ranch Homeowner's

Association, Inc. ("FORHA"), 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas 78015 (or wherever located if such address for FORHA hereafter changes) with a fee as required in these Restrictions, if any, or by the By-Laws of FORHA. Written approval must be procured from the Restrictions Committee prior to the commencement of construction, erection, or placement of any single family dwelling, patios, barns, detached garages, guest houses, sheds, wells, well houses, or other out buildings, pool, fencing or gating on any lot in such Subdivision. Any construction, erection, or placement of any single family dwelling, patios, barns, detached garages, guest houses, sheds, wells, well houses, or other out buildings, pool, fencing or gating on any lot in such Subdivision without the prior written approval of such Restrictions Committee will be conclusively presumed to be in violation of these Restrictions. It being intended in connection with the provisions hereof that such Restrictions Committee, in furtherance of a uniform plan for the development of such subdivision shall be vested with the authority to control the location, type of construction, height, exterior design, and color of any proposed single family dwelling, patios, barns, detached garages, guest houses, sheds, wells, well houses or other out buildings, and location and height and type of fencing and gates, and location of pool built in such Subdivision in order insure the continued development of said subdivision as a high-class residential area. Notwithstanding the foregoing, however, it is expressly understood that the failure of such Restrictions 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 30 days after receipt thereof shall be deemed for all purposes under the provisions hereof as the approval thereof.

6. No garage, shack or temporary building shall be constructed on any lot in such subdivision as living quarters thereon, except that detached servant's quarters or guest houses may be constructed 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 for use as living quarters. However, it is understood that one trailer house or mobile home may be parked on any lot in the Subdivision at the time the foundation for construction of the main residence on such lot has been completed and with the further understanding that said mobile home must be removed immediately upon completion of said main residence or within six months from the completion of the foundation, whichever occurs first, unless extended by the Restrictions Committee for periods not to exceed 30 days each without reapplication.

No trailer of any kind, (including but not limited to a trailer house, motor home, horse trailer, travel trailer, or equipment trailer), tent, boat, wave-runner, recreational vehicle, farm/lawn tractor-mower, or truck over one-ton shall be kept, parked, stored, or maintained on any portion of the front yard or paved driveway in front of the main residence. Parking of the aforementioned items is permitted in the back or on the side of the main residence but not in front. Further, no dismantling or assembling of an auto, trailer, motor home, water craft, any truck or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street..

8. Any barn constructed on any lot in such subdivision must be set back at least 125 feet from the front property line of each lot and shall be set back at least 50 feet from the side and rear lot lines of each lot in such subdivision.

9. Along and within 100 feet of the streets, all fences shall be constructed of redwood, cedar, chain link, white board, rock, wrought iron or similar metal. Only fences constructed of quality materials and good workmanship will be allowed. No electric or temporary fences will be allowed without express written permission of the Restrictions Committee and then only for a short period of time.

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 hogs 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.

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 to store wrecked, junked or wholly inoperable vehicles or equipment or 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, noisy 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. Resubdivision, partition, partial conveyance, or ownership in divided or separate interests of any tract shall be permissible and lawful only if each resulting separate tract is at least 2.501 acres in area and is otherwise in full compliance with and conformity to all provisions hereof, including particularly but not limited to, the building setback requirements of paragraphs 4 and 8.

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 within such easement.

15. No garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

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

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. No flat roofs will be permitted unless specifically approved by the Restrictions Committee.

19. All driveways must be paved with asphalt or concrete for the first 100 feet of the driveway extending from the main road running in front of the lot.

20. Per the February, 1977 amendment, there is no longer any restriction requiring that all electric lines and utilities must be located underground.

21. Outside lighting should be shielded whenever possible so as not to be an annoyance to immediately adjacent property owners.

22. No flagpole, tower, or antennae or other like device will be erected in the Subdivision that rises to a height more than 30 feet above ground level over the lot without Restrictions Committee written approval.

23. All property owners are required to maintain the appearance of their lot and areas immediately adjacent to their residence in such a manner consistent with the furtherance of a uniform plan for the development of Fair Oaks Ranch Bexar County Unit II, Bexar County, Texas, as a high-class residential subdivision. As such, if, in the opinion of the Restrictions Committee, any property owners' lot becomes so overrun with weeds, brush, or rubbish to the extent that such weeds, brush and rubbish is unsightly or unhealthy, the owner will be notified in writing to clear off such weeds, brush and rubbish. If the owner does not respond to the satisfaction of the Restrictions Committee, the matter will be referred to the Board of Directors of FORHA wherein the Board may abate such condition subject to the FORHA Bylaws.

24. Any fuel oil, propane, or butane tanks shall be buried or located so as not to be visible from the street on which the lot faces.

25. The following was essentially adopted originally as part of the October, 1977 amendments, which is restate herein: All owners of the Lots in the Subdivision are mandatory members of the Fair Oaks Ranch Homeowners Association, Inc. (FORHA) and agree to comply with its by-laws and governing articles, and the purposes of which are to provide various services and facilities for the use and benefit of the property owners, and all lot owners in the Subdivision agree to accept such membership and to perform and be bound by the obligations, terms and

conditions of membership in FORHA in accordance with its duly provided Charter, Bylaws, and Resolutions.

RESTRICTIONS 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 Restrictions Committee. The original Restrictions Committee consisted of nominees of the original Declarant and the present Restrictions Committee consists of 5 duly appointed members that duly descended from the original Restrictions Committee as permitted by the original restrictions.

The number of members serving on the Restrictions Committee is currently 5 members. However, the Restrictions Committee may hereafter expand the number to as high as seven (7) members. A quorum necessary to conduct Committee business shall be a majority of such Committee members then comprising the Committee; a majority of such members present (either physically or via teleconference or substantially similar electronic presence) at any Committee meeting may make decisions on behalf of the Committee. The composition of the Committee, or the filling of a vacancy on the Committee after the date of these amendments, may be but is not required to be filed with the Bexar County Deed Records in recordable form. Information relating to the members comprising the Restrictions Committee is available through the Fair Oaks Ranch Homeowners Association, Inc.

The Restrictions Committee retains the right in furtherance of a uniform plan for the development of Fair Oaks Ranch Bexar County Unit II, 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 afore recited 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. The Restrictions 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 Restrictions Committee. Any vacancies in the present Restrictions 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, which may be but is not required to be by recordable instrument filed in the Deed Records of Bexar County, Texas. Notwithstanding the foregoing, however, it is expressly understood that any time 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 (with such election administered by FORHA) a five member Restrictions 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 Restrictions Committee herein provided for. The Restrictions 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 in writing by recordable instrument filed in the Deed Records of Bexar County, Texas. In connection with the

foregoing, however, it is accordingly here provided that said Restrictions 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 sales office used for original sales of lots by Fairco, Inc. or its authorized agent.

In the event of any dispute involving the Restrictions Committee's exercise of discretion, the Restrictions 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 without remuneration, under no circumstances shall an owner or occupier of a lot in the Subdivision sue one or more individual members of the Restrictions Committee (or any former members of the Restrictions Committee) for any monetary damages in connection with their service or participation on the Restrictions Committee, or alleged lack of sufficient or appropriate participation on the Restrictions Committee.

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 Restrictions 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 original Declarant, Fairco, Inc., 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 original Declarant or the Restrictions Committee or FORHA shall have no obligation to bear such expense, although they may contribute such expense if they so desire.

As set forth in the original restrictions, the covenants, conditions and restrictions herein shall be effective for a term of thirty years from the date the recording of the original restrictions 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 (which election may be administered by FORHA) with each lot in such subdivision having one vote, taken prior to expiration of said thirty year period 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 the Subdivision only after the end

of such thirty-year period and only then if such automatic renewals are not continued as set forth above.

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.

Each of the signatories herein below also adopts herein the recitals in the affidavits/verifications below.

EXECUTED this 14 day of July, 2005.

Restrictions Committee, Bexar County, Unit II

By: Joseph K. Peery
Joseph K. Peery, Its Chairman

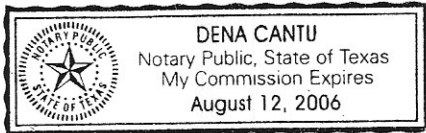
Fairco, Inc. (Original Declarant/Developer)

By: Robert J. Weiss, Jr.
Robert J. Weiss, Jr.,
Its Authorized Representative

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned authority on this day personally appeared Joseph K. Peery, Chairman of the Restrictions Committee Fair Oaks Ranch, Bexar County Unit II, personally 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 therein expressed and in the capacity therein stated after all members of the Restrictions Committee (currently consisting of myself, Elmer Pavlas, Jim Hunt, Fred Bosse, and Terry Russell) unanimously voted in support of the adoption and filing of these amendments.

Given under my hand and seal of office this 14th day of July, 2005.



Dena Cantu

Notary Public in and for the State of Texas

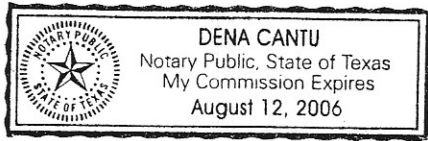
My Commission Expires: August 12, 2006

STATE OF TEXAS §
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COUNTY OF Comal §

Before me, the undersigned authority on this day personally appeared Robert J. Weiss, President of Ralph E. Fair, Inc., successor to Fairco, Inc. the original declarant of the original restrictions as recited hereinabove, personally 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 therein expressed and in the capacity therein stated, and further states that the originally appointed members of the Restrictions Committee has been duly replaced over time so as to be constituted by the following 5 members of the Restrictions Committee which took up the above-referenced action to further amend the Restrictions. Affiant further states that he does not believe that this approval or sign off by a representative of the original declarant is necessary; nevertheless, the above-referenced action by the Restrictions Committee is with the approval of the original declarant, who will hereafter have no more role on behalf of the Restrictions Committee:

- 1) Joseph K. Peery
- 2) Elmer Pavlas
- 3) Terry Russell
- 4) Jim Hunt
- 5) Fred Bosse

Given under my hand and seal of office this 14th day of July, 2005.



Dena Cantu
Notary Public, in and for the State of Texas

My Commission Expires: August 12, 2006

AFTER RECORDING RETURN TO:

Peter L. Kilpatrick, Attorney
Langley & Banack, Inc.
Trinity Plaza II; Ste 900
745 E. Mulberry
San Antonio, TX 78212-3166

Doc# 20050170782 Fees: \$42.00
07/28/2005 3:46PM # Pages 15
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERRY RICKHOFF COUNTY CLERK

Fair Oaks Ranch Homeowners Assn.
7288 Dietz Dikhorn
Fair Oaks Ranch, Texas 78015

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

JUL 28 2005



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS