

FAIRCO, INC.

820791

TO THE PUBLIC:

RESTRICTIONS 27-77 1123000

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FAIR OAKS RANCH BEXAR COUNTY UNIT IV

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 IV, Bexar County, Texas, described according to plat recorded in Volume 8000, Page 124, Bexar County Plat Records, comprising 112.173 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. 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. (a) Plans for all single family main 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 single family main dwelling units hereafter constructed in such subdivision shall be constructed in a good and workmanlike manner with the use of new material 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 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, 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 restriction committee upon application therefor.

4. All main dwelling units, detached garages, 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 60 feet from the front property line of each lot in such subdivision and shall be set back at least 25 feet from the side and rear lot lines of each lot in such subdivision, except lots having frontage on Fair Oaks Parkway, where all main dwelling units, detached garages and all other out buildings shall be set back at least 150 feet from the front property line, said lots being Lot numbers 236 through 257 and Lots 262 through 265. 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 restriction committee hereafter provided for.

5. That prior to the construction of any barns, detached garages, sheds, guest houses, wells, well 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, wells, well houses 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, wells, well houses 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 restriction 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.

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6. No garage, shack, barn 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 for use as living quarters, in connection with which, however, it is understood after applying for and upon obtaining written approval from the restriction committee, that one trailer house or mobile home may be parked on any lot 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 Restriction Committee for periods not to exceed 30 days each without reapplication. 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 the street on which the lot where said tank is located faces.

9. Along and within 100 feet of the streets, all fences shall be constructed of redwood, cedar, chain link, white board, rock, or brick. 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 Restriction Committee and then only for a short period of time. Fences constructed along the front property line of all lots fronting Fair Oaks Parkway must be set back a minimum of 15 feet from the front property line.

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. 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 restriction committee as provided in Paragraph (b) herein, and if each resulting separate tract is at least 1.00 acres 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 to all provisions hereof, including particularly but not limited to, the building setback requirements of paragraphs 4 and 8.

(b) Plans for such resubdivision as described in Paragraph (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 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. 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.

20. 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.

21. No driveway with access onto Fair Oaks Parkway may be constructed on Lots 236, 243, 244, 254, 257, 262 and 265. Driveways on the aforesaid lots must be constructed with access to roads other than Fair Oaks Parkway.

B. ARCHITECTURAL REVIEW COMMITTEE

Prior to the construction of any single family dwelling unit, detached garage, guest house, shed, well, well house, barn or other out building in such subdivision, a complete

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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 plot plan must be submitted which shows all elevations, with the locations for each building with reference to front, side and rear setback lines.

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 III, 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 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 restrictions committee for such subdivision and any committee so appointed shall thereafter be vested with all of the duties, powers, dis-

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

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, 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.

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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 husband and wife being considered as one owner and 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 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 27<sup>th</sup> day of September, 1977.

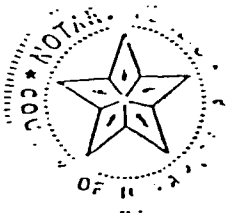
FAIRCO, INC.

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 27<sup>th</sup> day of September, 1977.



*Anita L. Beutnagel*  
Notary Public in and for Bexar  
County, Texas

ANITA L. BEUTNAGEL  
Notary Public, Bexar County, Texas  
My Commission Expires June 30, 1978