

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
BLACKJACK OAKS SUBDIVISION UNIT-3A

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

WHEREAS, BLACKJACK, LTD., a Texas limited partnership ("Declarant"), is the owner of all of the lots situated within that certain subdivision known as Blackjack Oaks Subdivision Unit-3A, according to the plat of said subdivision recorded in Volume 9535, Pages 101-104 of the Deed and Plat Records of Bexar County, Texas (hereinafter called "the subdivision") and desiring to create and carry out a uniform plan for the improvement, development and sale of the subdivided Lots situated in the subdivision, does hereby adopt and establish the following restrictions, covenants, and conditions to run with the land and to apply to the use, occupancy, and conveyance of the aforesaid described subdivided Lots therein, and each Contract or Deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

ARTICLE I  
PURPOSE

The Land is encumbered by these Restrictive Covenants for the following reasons: to ensure the best and highest use and most appropriate development of the property; to protect Lot owners against improper use of surrounding Lots; to preserve so far as practicable the natural beauty of the property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to provide for the use and maintenance of common areas and improvements; to encourage and secure the erection of attractive improvements on each Lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for development of the highest quality to enhance the value of investment made by owners of Lots (as hereinafter defined).

ARTICLE II  
DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "ACC", "Committee" or "Architectural Control Committee" shall mean the Architectural Control Committee established pursuant to this Declaration.

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(b) "Association" shall mean and refer to the FAIR OAKS RANCH HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns as provided for herein.

(c) "Builder Member" shall mean such builders approved by Declarant for construction within the subdivision and who own one or more Lots for construction of a residence for resale to others.

(d) "Declarant" shall mean and refer to BLACKJACK, LTD., its successors or assigns, including any bulk transferee of Lots unless such rights as successor Declarant are negated in writing in the recorded instrument of conveyance.

(e) "Living Unit" shall mean and refer to a single family residence and its attached or detached garage situated upon a Lot.

(f) "Lot" shall mean and refer to each of the plots of land numbered Lots 1600-1605, 1620-1664, Blackjack Oaks Subdivision Unit-3A, Bexar County, Texas, as shown on the Subdivision Plat.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot of portion of a Lot within the Properties, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

(h) "Properties" shall mean and refer to the above described subdivision known as Blackjack Oaks Subdivision Unit-3A, and additions thereto, as are subject to this Declaration or any Amended or Supplemental Declaration.

(i) "Subdivision Plat" shall mean and refer to the map or plat of Blackjack Oaks Subdivision Unit-3A, filed for record in Volume 9535, Pages 101-104, Deed and Plat Records of Bexar County, Texas, and any amendment thereof upon filing of same for record in the Deed and Plat Records of Bexar County, Texas.

### ARTICLE III USE

All land included within the Properties shall be used for "residential purposes" only, either for the construction of private single-family residences, including an enclosed private garage able to accommodate not less than two (2) automobiles, or as part of the Common Facilities; provided, however, that only one such private single-family residence may be constructed, or otherwise placed upon any one Lot. The terms "residential purposes" as used herein shall be held and construed to exclude any business, commercial, industrial, apartment house, hospital, clinic and/or professional uses, and such excluded uses are hereby expressly prohibited subject solely

to the use by each Builder Member of residences within the Properties as temporary sales offices and model homes for the display and sale of Lots within the Properties and no others. This restriction shall allow domestic servants to be domiciled with an owner or resident and shall not prevent the inclusion of permanent living quarters for domestic servants. "Mother-in-law" suites or guest suites above detached garages shall be permitted if approved by the ACC.

During the construction and sales period of the initial Living Units, Builder Members may erect and maintain such structures as are customary in connection with the construction and sale of such property, including, but not limited to, storage areas, signs, and model units. All temporary construction and sales structures are prohibited unless specific written permission is granted by the Architectural Control Committee. Building materials placed on Lots prior to commencement of improvements must be kept in a neat, clean and orderly condition. No materials may be placed on the street or between the curb and the property line.

#### ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

There is hereby created an Architectural Control Committee, initially composed of Trey Hallmark, Miles Prestemon and Lori Thompson, to serve until their successors are named. A majority of the Committee may act for the Committee and no notice of any of its meetings shall be required. Subject to the terms hereinafter set forth, Declarant shall have the right to add members to the Committee and to fill vacancies in the Committee membership and Declarant may assign such rights to the Association. In the event that all members of the ACC shall resign, and Declarant shall fail to appoint successors for a period of 30 days after the last to resign, Ralph E. Fair, Inc., or its authorized agent, may appoint the remaining members of the ACC. Thereafter, all vacancies on the ACC shall be filled in like fashion, provided, however, that in the event any vacancy on the ACC remains unfilled for a period of 30 days, the remaining members of the ACC may fill such vacancy and should they fail or choose not to do so, the Board of Directors of the Association may fill such vacancy.

The Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one construction. Members of said Committee and their representatives shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any claim or loss or damage whatsoever, including, without limitation, any claims for damage or injury to property or for damage or loss arising out of their acts hereunder. In the event of non-compliance with this Declaration, the Architectural Control Committee shall have the power to halt such work through legal means, the first step of which shall be written notice to the non-complying Owner of the property, and to require the resolution of such non-compliance prior to continuation of construction. The Architectural Control Committee shall not be entitled to any compensation for services rendered pursuant to this covenant but shall be entitled to be fully reimbursed for all amounts reasonably expended in the performance of their responsibilities.

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No building, fence or other structure or improvement shall be erected, placed or altered on any Lot in the subdivision until the plans and specifications, including exterior elevations and exterior colors and all exterior materials for such building, fence or other structure and showing the location of such building, fence or other structure, shall have been approved in writing by the Architectural Control Committee as to the quality of workmanship and materials and conformity and harmony of exterior design with existing structures in the subdivision and as to the location with respect to topography, existing trees and finished elevation. Within thirty (30) days after the Owner has submitted to the Committee all plans that the Committee may require ("Submitted Plans"), the Committee shall notify the Owner in writing whether the Submitted Plans are approved or disapproved. Any disapproval shall set forth the specific reason or reasons for such disapproval. In the event the Submitted Plans have not been approved or disapproved within thirty (30) days after submitted, the Submitted Plans will be deemed to have been approved but such deemed approval shall not permit a violation of any of the terms of these covenants.

The Architectural Control Committee shall have the right, but not the obligation, to grant variances and waivers relative to minor deviations and infractions of this Declaration or to correct or avoid hardships to Owners. The decision of the Architectural Control Committee shall be final and binding upon the applicant and other Owners.

The Architectural Control Committee shall be duly constituted for the entire period of duration of this Declaration. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties at the expense of the Association.

ARTICLE V  
RESTRICTIONS ON LOTS

All Lots in the subdivision shall be used for residential purposes. The term "residential purposes" as used herein shall have the meaning given to it in Article III above. No residential building shall remain incomplete for more than nine (9) months after construction has commenced. Temporary use may be made of a house for a builder's sales office, which shall be permitted until such house is sold, not to exceed thirty-six (36) months in total from time of completion, provided such use is approved in writing by Declarant.

Each Lot improved with a residence must include an attached or detached garage large enough to accommodate under roof a minimum of two (2) full-sized automobiles. No garage shall be permanently enclosed for conversion to any other use. Open carports are not permitted unless special design circumstances warrant their use, in which case permission must be obtained in writing from the Architectural Control Committee.

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ARTICLE VI  
OUTBUILDING REQUIREMENTS

Every outbuilding, inclusive of structures such as a detached garage, storage building, gazebo, spa, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such outbuildings shall be subject to approval of the Architectural Control Committee. No outbuilding shall exceed one (1) story in height, nor shall the total floor area of outbuildings other than a detached garage exceed ten percent (10%), individually or in the aggregate, of the floor area of the main dwelling, unless approved in writing by the Architectural Control Committee.

ARTICLE VII  
BUILDING MATERIALS

The exterior walls of all one-story residential buildings, and the lower story of all two-story residential buildings, shall be constructed with rock, stucco or brick veneer or combination thereof, for 75% or more of the total exterior wall area. The exterior walls of all two-story residential buildings shall be constructed with rock, stucco or brick veneer or combination thereof, for 50% or more of the total exterior wall area, with at least the front and two sides being masonry on the first floor. Window and door openings shall be included as masonry. Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive this restriction, if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design or material, and the resulting structure will not detract from the general appearance of the neighborhood. Wall materials used on all Lots shall be restricted to those types and colors approved by the Architectural Control Committee.

All wood siding must be approved by the ACC. No four foot by eight foot (4' x 8') masonite or similar panel siding will be allowed.

Roofing shall be either slate, tile, tarnished metal with standing seams, or composition or fiberglass dimensional shingles provided that any composition or fiberglass roofing shall be 300 pounds / 30-year shingle, or more.

The exterior of all chimneys shall be 100% rock, stucco, brick veneer or a combination thereof.

ARTICLE VIII  
FENCES

The Owners of each Lot on which an electrical transformer is located shall construct a small fence around such transformer which shall completely screen the transformer from view. The size, design, composition and location of such transformer screening fences shall be as approved by the ACC.

Except as above required, no fence or wall or hedge shall be built or maintained forward of the front wall line of the main structure, not including decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any Lot, unless otherwise approved in writing by the Architectural Control Committee.

Fences constructed on a Lot parallel to a street adjoining the Lot shall be of the following three types:

- (1) wood not to exceed six inches (6") in width; or
- (2) all masonry which matches the house; or
- (3) a combination of simple wrought iron bars and matching masonry

All fences located on a corner Lot and facing a street shall have masonry columns, not more than 25 feet apart, with the masonry matching the masonry of the residence. All plans for fencing must be approved in writing by the ACC.

All other fences shall be of the three types above described or shall be all wood composed of one inch by not more than six inches (1" x 6"), six feet (6') tall, vertical cedar planks, without gaps between planks, with the tops either level or notched "dog-ear" style.

All wooden fences visible from a street shall be constructed facing the street and without any framing visible from the street. This also applies to wooden fencing used for side yards that adjoin or are visible from the golf course.

No fence, wall, or hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner Lot within the triangular areas formed by the extension of curb lines and a line connecting them at points twenty-five feet (25') from the intersection of the extended curb lines into the street. No structures or landscape material over three and one-half feet (3-1/2') tall shall be allowed in this inscribed triangle.

At no time will any fence or structure be allowed to be built between the rear yard golf course setback line (as indicated on the plat) and the rear property line. Any rear yard fencing placed along the rear yard golf course setback line must be constructed of wrought iron with masonry columns and must be specifically approved by the ACC as to design, materials, and location.

To insure the integrity of the boundary fence at the rear of Lots 1600-1605 (the common line between Blackjack Oaks Unit-3A and Raintree Woods [Security Area]), the Raintree Woods Restrictions Committee will share a proprietary interest in this fence. If, after due notice, repairs are not made in a timely manner by the owner of said Lot on which the fence sits, then the Raintree Woods Restrictions Committee may elect to make said repairs at its own expense.

No chain link or wire fence will be approved except that chain link may be approved along the common line between Blackjack Oaks Unit-3A and Raintree Woods, due to the fact that an existing chain link boundary fence exists between Blackjack Oaks Unit-3A and the Raintree Woods area.

The Architectural Control Committee is empowered to waive the aforesaid composition requirements for fences and the aforesaid height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept, design or material, and the resulting fence, decorative wall and/or retaining wall (whichever is applicable) will not detract from the general appearance of the neighborhood.

#### ARTICLE IX DRIVEWAYS AND SIDEWALKS

Driveways, entry walks, and all front yard flat work on each residential Lot must be constructed of pebble finished concrete. Location, design and any decorative surface must be approved by the Architectural Control Committee. The driveway turnout shall be constructed in such manner as to provide an attractive transitional radius from the curb and gutter into the driveway entrance and shall prevent escape of drainage water from the street onto any Lots. Driveways, sidewalks and all front yard flat work must be shown on the site plan submitted for approval of the Architectural Control Committee. Any asphalt driveways, entry walks and front yard flat work are specifically prohibited. Any concrete spilled, poured or washed on a street must be immediately removed leaving the street clean and unstained. Sidewalks placed in the parkway will be limited in length to a landing area at the end of the entry walk from the house. Said landing area will be no greater in length than sixteen feet (16') and will be three feet (3') wide and contiguous to the curb line.

#### ARTICLE X TEMPORARY STRUCTURES

No structure of a temporary character (sales structure, trailer, travel trailer, tent, shack, garage, barn or other outbuildings) shall be used on any Lot at any time as a residence, either temporarily or permanently. No trailer, camper, recreational vehicles, or similar vehicles shall at any time be parked in view from other properties or connected to utilities situated within a Lot. No dwelling previously constructed elsewhere may be moved onto any Lot in the subdivision controlled by these covenants. This covenant specifically includes mobile homes or the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as a residence, either temporarily or permanently, and further, specifically includes a mobile home upon which the wheels have been left attached.

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ARTICLE XI  
SIGNS

No signs, banners, or pennants of any kind shall be displayed to the public view on any single-family residential Lot except one (1) professional sign of not more than nine (9) square feet advertising the property for sale or rent. Signs used by the developer or builders to advertise Lots or homes within the Properties during the construction and sales period shall be permitted, irrespective of the foregoing. Signs advertising subcontractors or suppliers are specifically prohibited. The sign may state only the name and phone number of the seller and/or the seller's agent. The Architectural Control Committee shall have control over all the wording, design, appearance, size, quantity, and location of all signs. Except for sale or rental signs adhering to the standards of the first sentence of this Article, all signs within the Properties shall be subject to the prior written approval of the ACC, and must also comply with the City of Fair Oaks Ranch sign ordinance.

ARTICLE XII  
MAINTENANCE OF LOTS

The Owners shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall promptly remove any trees, shrubs, vines and plants which shall die. Each Owner and/or occupant shall promptly repair or replace all damaged sections of fences.

All fuel oil, propane, butane, and other tanks must be kept, stored, or screened by a screening material, approved in advance by the Architectural Control Committee, so as not to be visible from any adjacent street, golf course or neighboring lot from ground level.

The drying of clothes in public view from streets and cart paths, and the storage of firewood and yard equipment or other equipment in public view from streets or cart paths is likewise prohibited. Each Owner or occupant of a Lot with a rear yard visible from a street or cart path desiring to dry clothing outside, or to store firewood, yard equipment, or other equipment outside, shall construct and maintain a fence for a drying yard, or construct and maintain another form of enclosure suitable to screen such activity and storage from view from streets and cart paths.

No Lot shall be used or maintained for the storage of materials or equipment except as may be incident to normal residential requirements or incidental to construction of improvements thereon as herein permitted nor shall any Lot be used as a dumping ground for trash or rubbish. Trash, garbage or other waste materials shall be kept in a clean and sanitary condition and container. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time of construction so long as the construction progresses without undue delay, until the completion of the improvement, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.



In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing ten (10) days from date of a written notice thereof deposited in the United States mails, Declarant, or the Association, may, without liability to Owner or any occupants in trespass or otherwise, enter upon said Lot, cut or cause to be cut, such lawn, weeds and grass and remove or cause to be removed, such dead vegetation, garbage, trash and rubbish or do any other thing necessary to secure compliance with the terms of this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work, plus a reasonable administrative charge and reasonable attorney's fees. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. The sum due shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such sums are due, and may be enforced in accordance with the provisions hereof or otherwise as provided by law.

### ARTICLE XIII LANDSCAPING

All front yards and side yards on all Lots must be sodded within three months after occupancy of the house, and must thereafter be maintained with grass or landscaping in a neat and well mowed condition, free of unsightly weeds and overgrowth. Decorative rock ground cover in the front and side yard may be used in lieu of grass but may not exceed ten percent (10%) of the total area of the front and side yard. No oak, elm, or pecan trees larger than 18" in diameter may be removed without written ACC approval. EACH OWNER IS ADVISED THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AS TO THE LIFE EXPECTANCY, VITALITY OR FITNESS FOR INTENDED PURPOSE OF ANY TREES OR SHRUBS LOCATED ON THE PROPERTY.

### ARTICLE XIV VEHICLES

No trailer, motor home, tent, boat, recreational vehicle, travel trailer, or any truck larger than a one ton pick-up or wrecked, junked or wholly inoperable vehicle shall be kept, parked, stored or maintained on any portion of the Lot for a period more than twenty-four (24) hours, unless they are in an enclosed structure or in a screened area which prevents the view thereof from adjacent Lots, golf course, and streets. No dismantling or assembling of an auto, trailer, motor home, tent, boat, recreational vehicle, travel trailer, any truck or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street.

Off-street parking shall be provided by the Owner of each Living Unit for all such vehicles in a location screened from view from the street and from the other Lots.

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ARTICLE XV  
GARBAGE AND REFUSE DISPOSAL

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, whether arranged for alley pickup or street pickup. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot, park, street, Right-of-Way, or drainage area in the Properties. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day.

ARTICLE XVI  
PETS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except for cats, dogs or other generally recognized household pets of a reasonable number, provided that they are not kept, bred or maintained for any commercial purposes and provided further, that no more than four (4) adult animals may be kept on a single Lot.

All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Architectural Control Committee. It shall be the responsibility of the Owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents.

ARTICLE XVII  
OIL AND MINING OPERATIONS

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

ARTICLE XVIII  
WATER AND SEWAGE SYSTEMS

No individual water supply system or sewage disposal system shall be permitted on any Lot, including, but not limited to, water wells, cesspools or septic tanks. A water recovery system or device may be installed and used on a Lot only if it has been approved in writing by the ACC.

ARTICLE XIX  
RADIO OR TV ANTENNA, SATELLITE DISHES, AND SOLAR COLLECTORS

No radio, citizen band or otherwise, or television aerial wires or antennas shall be maintained on any portion of any Lot, except those which are fully enclosed within the structure of the Living Unit. No microwave or other satellite dishes, antennas, receivers, or transmitters shall be placed on any Lot without the prior written approval of the Architectural Control Committee. Solar apparatus, if used, must be installed in a location not visible from the street, any Rights-of-Way or other parcels or portions thereof, and must be approved by the Architectural Control Committee before erection.

ARTICLE XX  
NUISANCES

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No Owner or occupant shall perform any work that will impair the structural soundness or integrity of another Living Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Living Units or their Owners or residents.

No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has approval of the Architectural Control Committee).

No exterior speakers, horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated thereon) shall be placed or used upon any Lot.

The discharge of any firearm, including BB-guns and pellet guns, and the hunting or killing of any animal within any part of Fair Oaks Ranch is prohibited. Additionally, there is prohibited within the subdivision and on any adjacent land owned in whole or in part by Declarant the use of any bow and arrow, slingshot, or other launching or catapulting device except strictly within the confines of a Lot.

ARTICLE XXI  
EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or, in the case of drainage easements, which may change the

direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

No golf course cart paths of any kind will be allowed to be built in the rear yards of any Lots that are contiguous to the golf course.

ARTICLE XXII  
MAINTENANCE AND ACCESS EASEMENTS

There is hereby created in favor of all easement owners, Declarant, the Association, and their assignees, a right of ingress or egress across, over, and under the Properties for the purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, electricity, gas, and appurtenances thereto, and to repair, correct, replace, or maintain any wall, fixture, light, or other structure or item constituting part of the Common Facilities or required or permitted to be maintained under the terms hereof or to correct or remove any condition prohibited under the terms hereof. Neither the Declarant nor the Architectural Control Committee nor any member of the Committee shall be liable for any damage done by any utility company or their assigns, agents, employees or servants, using any easements now or hereafter in existence, whether located on, in, under or through the Properties, to fences, shrubbery, trees or flowers or other property now or hereinafter situated on, in, under, or through the Properties. No provision hereof related to placement or nature of structures or conditions on a lot, nor the approval thereof, express or implied, by the Declarant or the Committee shall affect the rights of easement owners nor enlarge the rights of Lot Owners with regard to the construction or maintenance of improvements or conditions within an easement area.

ARTICLE XXIII  
DRAINAGE EASEMENTS

Easements for drainage throughout the subdivision are reserved as shown on the Subdivision Plat, such easements being depicted thereon as "drainage easements." No Owner of any Lot in the subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically and without limitation, no Owner or resident of a Living Unit may:

(1) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;

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(2) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements, or remove trees or other vegetation therefrom without the prior written approval of the Architectural Control Committee and the City of Fair Oaks Ranch;

(3) construct, erect or install a fence or other structure of any type of nature within or upon such drainage easements which will impede the flow of water. ACC approval is required for the construction of any fence located in such easement;

(4) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

(5) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Architectural Control Committee and/or Declarant, and such Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article shall in no way affect any other recorded easement in the subdivision.

The Owner of the Lot where the drainage easement falls is responsible for its upkeep and general maintenance.

#### ARTICLE XXIV GARAGES

A garage able to accommodate at least two (2) full-sized automobiles, must be constructed and maintained for each Living Unit. Garages on corner Lots must be set back at least fifteen feet (15') from the side Lot line and all garages must be set back in conformity with the existing front setbacks herein. Each driveway must accommodate two vehicles in front of the garage for off-street parking requirements. Rear detached garages shall be permitted provided they are constructed in compliance with the requirements of these covenants.

#### ARTICLE XXV MAXIMUM HEIGHT

No building or structure erected, altered or placed on, within or in the Properties shall exceed thirty-five feet (35') in height (measured from the top of the foundation to the topmost part of the roof) nor be more than two and one-half (2-1/2) stories in height, provided however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures shall, at all times, be complied with.

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ARTICLE XXVI  
MINIMUM AREA

The main residence building of each residence constructed on a Lot shall contain the minimum, contiguous square feet of living space set forth below, such square feet being exclusive of open or screened porches, terraces, patios, driveways, carports, garages and living quarters for domestic servants separated or detached from the primary living area, to wit:

A. Lots 1600 - 1605:

Single Story – Twenty-Four Hundred (2,400) Square Feet

Two Story – Twenty-Four Hundred (2,400) Square Feet

B. Lots 1620 - 1664:

Single Story – Twenty-One Hundred (2,100) Square Feet

Two Story – Twenty-Three Hundred (2,300) Square Feet

ARTICLE XXVII  
BUILDING SETBACKS AND FACINGS

Front Setbacks: All Lots shall have a twenty-five (25') foot front setback unless otherwise approved in writing by the ACC.

Side Yard Setbacks: All Lots shall have a six foot (6') setback on each side Lot line unless otherwise approved in writing by the ACC, except for lots 1600-1605 that shall have twenty foot (20') side yard setbacks

Rear Yard Setbacks: All Lots that back up to the golf course shall have forty foot (40') setbacks along the rear of the Lot. No improvements shall be allowed in the forty foot (40') golf course setback. All lots that back up to the Raintree Security area shall have thirty (30') foot rear yard setback lines. All other Lots shall have twenty foot (20') rear yard setbacks, unless otherwise approved in writing by the ACC.

ARTICLE XXVIII  
LOT CONSOLIDATION AND SUBDIVISION

Any Owner owning two or more adjoining Lots or portions of two or more such Lots may, with the prior approval of the Architectural Control Committee, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one residence and such other improvements as are permitted herein, provided, however, that no such building site shall contain less than six thousand (6,000) square feet of land. Any consolidated Lot shall comply with all lawful requirements of any applicable statutes, ordinances or regulations. On application by an

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Owner, the Board of Directors of the Association may adjust the assessments on a consolidated Lot to an amount not less than the full assessment rate for a single Lot only if such Lot has been replatted into a single Lot. Absent such adjustment, a consolidated Lot shall bear the full assessment rate theretofore applicable to all Lots which are consolidated.

Subdivision, partition, partial conveyance or ownership in divided or separate interest of any Lot shall be permissible and lawful only if approved in writing in advance by the ACC and by the sewer company and water company servicing such Lot, and such ownership is otherwise in full compliance with and conformity to all of the terms and conditions hereof.

The plans and details of any proposed subdivision, partition or partial conveyance of a Lot must be approved in writing in advance by the Board of Directors of the Association, and the water and sewer company providing service to such Lot. Failure to submit such plans in advance will render such subdivision, partition, partial conveyance or ownership in divided or separate interest void and without right.

#### ARTICLE XXIX ENFORCEMENT

Except for matters related to the Architectural Control Committee as previously described, if the Owner of any Lot, or its heirs, executors, administrators, successors, assigns or tenants, shall violate or attempt to violate any of the restrictions and covenants set forth in this Declaration, it shall be lawful for the Declarant, or any person owning any Lot to prosecute any proceedings against the person or persons violating or attempting to violate any such restrictions and covenants. The failure of any Owner or tenant to comply with any restriction or covenant will result in irreparable damage to Declarant and other Owners of Lots in the Subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be made the subject of an action for injunctive relief and/or specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party recovers, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

#### ARTICLE XXX ATHLETIC FACILITIES

Tennis court lighting and fencing shall be allowed only with the approval of the Architectural Control Committee. Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed on any Lot in the subdivision without the prior written consent of the Architectural Control Committee. The Architectural Control Committee shall have the authority to establish guidelines for the placement and design of basketball goals and no basketball goal shall be kept or maintained within sight of any street except in accordance with any such guidelines established.





ARTICLE XXXV  
GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. AND IT IS AGREED THAT ANY ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HERewith SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN BEXAR COUNTY, TEXAS.

ARTICLE XXXVI  
INTERPRETATION

If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is more nearly in accordance with the general purposes and objectives of this Declaration shall govern.

ARTICLE XXXVII  
OMISSIONS

If any punctuation, word, clause, sentence, or provisions necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted, then it is hereby declared that such omission was unintentional and that the omitted punctuation, work, clause, sentence or provision shall be supplied by inference.

ARTICLE XXXVIII  
GENDER AND GRAMMAR

The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

ARTICLE XXXIX  
ADDITIONAL INFORMATION

Architectural Design Guidelines for the subdivision, Rules and Regulations and the other documents and information which may affect an Owner or prospective Owner may be implemented by the ACC. Each Owner and prospective Owner is advised to carefully examine each of such documents in addition to these Restrictions to determine his rights and obligations as an Owner.

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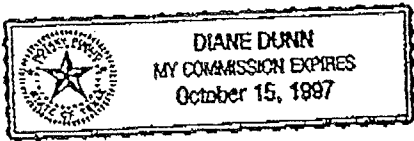
EXECUTED effective the 17 day of December, 1996.

BLACKJACK, LTD., a Texas limited partnership  
By DDH Enterprises, Inc., General Partner

BY: *Denzil Hallmark, Jr.*  
Denzil Hallmark, Jr. President

STATE OF TEXAS        )  
                                  )  
COUNTY OF BEXAR    )

This instrument was acknowledged before me on the 17 day of December, 1996, by Denzil Hallmark, Jr., President of DDH ENTERPRISES, INC., a Texas corporation, general partner of BLACKJACK, LTD., a Texas limited partnership, on behalf of said corporation and partnership.



*Diane Dunn*  
Notary Public, State of Texas

Y016966 P00899

LIENHOLDER'S CONSENT

The undersigned, being the owner and holder of an existing mortgage and lien upon and against the real property described in the foregoing Declaration and defined as the "Property" in said Declaration, as such mortgagee and lienholder, does hereby consent to and join in this Declaration.

The undersigned hereby joins in the execution of this instrument for the sole purpose of subordinating the liens held by the undersigned to all of the provisions of this Declaration of Restrictive Covenants and Conditions for the Fairways at Fair Oaks Subdivision Unit 3A, also known as Blackjack Oaks Unit-3A. Any Owner who accepts title to any of the Properties subject to this Declaration specifically acknowledges that lienholder is not a party to this Declaration except for the sole purpose of subordinating the liens as set out above, and each Owner who accepts title to any of the Lots hereby specifically and unconditionally releases and discharges said lienholder from any claims or liability with respect to, or arising out of, this instrument, except as to actions which may hereafter be taken by lienholder as a successor to the interest of Declarant.

SIGNED this 18<sup>th</sup> day of December, 1996.

FAIR OAKS 1000 ACRE JOINT VENTURE  
A Texas Joint Venture

By: 1000 Acre Fair Oaks Project, Ltd.,  
a Texas limited partnership, its general  
partner

By: Donald A. Smith  
Donald A. Smith, its general partner

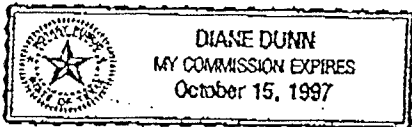
By: RALPH E. FAIR, INC., a Delaware corporation

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

Y015966 P09000

STATE OF TEXAS )  
 )  
COUNTY OF BEXAR )

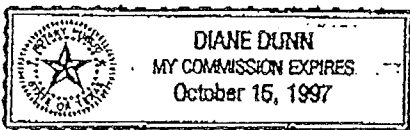
The foregoing instrument was acknowledged before me on the 18 day of December, 1996, by Donald A. Smith, general partner of 1000 Acre Fair Oaks Project, Ltd., a Texas limited partnership, and a joint venturer of Fair Oaks 1000 Acre Joint Venture, a Texas joint venture, on behalf of said joint venture.



*Diane Dunn*  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS )  
 )  
COUNTY OF BEXAR )

This instrument was acknowledged before me on the 18 day of December, 1996, by Robert J. Weiss, Jr., President of Ralph E. Fair, Inc., a Delaware corporation and joint venturer of Fair Oaks 1000 Acre Joint Venture, a Texas joint venture, on behalf of said joint venture.



*Diane Dunn*  
\_\_\_\_\_  
Notary Public, State of Texas

After recording, please return to:

Sue Kopplin  
Blackjack, Ltd.  
14607 San Pedro, Suite 100  
San Antonio, TX 78232

wpdata/hoa/cc&r-3a

106966 PD0901

Any provision herein which restricts the sale, rental, or use of the described real property because of record in this 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:

DEC 27 1996



*Gerry Rickhoff*

COUNTY CLERK BEXAR COUNTY, TEXAS

Filed for Record in:  
BEXAR COUNTY, TX  
GERRY RICKHOFF, COUNTY CLERK

On Dec 26 1996

At 4:43pm

Receipt #: 278385  
Recording: 41.00  
Doc/Hgmt: 6.00

Doc/Num: 96-0192495

Deputy - Betty Sepulveda

VOL 6966 PG 0902