

every person or entity who is a record owner of a title or undivided interest in title to any lot which is subject to assessments shall be a member of Fair Oaks Gardens Homeowners Association, Inc.; and

Whereas all three of the prior recorded restrictions for Units D-1, D-2, and D-3 were substantially similar as it related to use restrictions, and whereas enforcement of restrictions in Units D-1, D-2, and D-3 have been under the auspices of one Restrictions Committee, and whereas Restriction Committee, Restrictions Committee, and Architectural Review Committee in the Restrictions all reference the same Committee, sometimes herein simply "Restrictions Committee" or just "Committee;" and

Whereas enforcement of the restrictions in Units D-1, D-2, and D-3 has been under the auspices of one Restrictions Committee serving all three units as contemplated by the original restrictions and/or applied by the residents of the three units, which three Units (Units D-1, D-2, and D-3) are collectively known as one subdivision, sometimes called "The Fair Oaks Gardens," collectively referred to herein as "Subdivision."

Whereas the Restrictions Committee has the authority under original restrictions to amend the original restrictions, and

WHEREAS the Restrictions Committee acting for all three units executed an "Amendments to Restrictions" in February, 1993 applicable to the Subdivision (Units D-1, D-2, and D-3), which pertinent parts of same which are carried forward are restated herein; and

Whereas, the Restrictions Committee as organized pursuant to the above-referenced originally filed restrictions, representing the original nominees or successors of the original nominees of the developer, as recognized and maintained of record by the Fair Oaks Ranch Homeowners Association ("FORHA"), having met and duly considered amendments to the restrictive covenants and use limitations set forth in original restrictions in 1981 and/or 1982 above, and the 1993 amendments, in furtherance of the uniform plan for the development of the above units as a high class residential area, and pursuant to the provisions of those original restrictions relating to the amendment of such Restrictions applying to that the land described and referenced in the land restrictions and plats referenced therein, do hereby adopt various amendments to the original Restrictions after having provided an opportunity for input and comment to residents of the Subdivision. These Amended and Restated Restrictions restate the original use restrictions and 1993 amendments to the extent they continue to be effective restrictions, and merge into this one document all restrictions and use limitations relating to the properties in Units D-1, D-2, and D-3, hereafter collectively called the Subdivision, so that this document is all that need be reviewed as of the date of these Restated and Amended Restrictions, and the Committee incorporates herein additional amendments thereto so that one wishing to view the restrictions encumbering any part of the Subdivision may view this one recorded document as to all restrictive and use restrictions and covenants in effect at this time. Therefore, to the extent there are any conflicts between the original recorded restrictions and/or the 1993 amendment and this document, these restated and amended restrictions control. Unless specifically provided otherwise herein below, the absence of a restrictive covenant or use limitation provision herein

that was previously provided for in the 1981 restrictions or 1993 amendment means such provision(s) no longer continue as use restrictions in the Subdivision.

I.

A. COVENANTS AND RESTRICTIONS

1. Each of the lots in such subdivision shall hereafter be used only for the construction of the following: Detached zero lot line garden-patio homes, unless otherwise approved in writing by the Restrictions Committee. 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 1800 square feet of main dwelling living area, exclusive of porches, garages and breezeways.

2. (a) Plans and specifications for all dwelling units must be submitted to the Restrictions Committee for approval before construction of any improvements in the Subdivision in accordance with the provisions contained in Paragraph "B" below. Submission of plans and specifications for any improvements located in Subdivision shall be submitted to the Restriction Committee c/o Fair Oaks Ranch Homeowners Association, Inc. ("FORHA") at 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas 78015 (or wherever located if such address hereafter changes) with the fee as required in these Restrictions, if any, or by the By-Laws of FORHA.

(b) All dwelling units hereafter constructed in such subdivision shall be constructed in a good and workmanlike manner with the use of new materials and in such a way as to present a neat and attractive appearance in the area thereof. The exterior walls of all main dwelling units so constructed on said property, exclusive of porches, garages and breezeways appurtenant thereto, shall be constructed of at least 50% stone or brick, unless approved otherwise by the Restrictions Committee with it being specifically here provided that no houses or other structures shall be moved onto any lot in such subdivision, other than commercially constructed children's playhouses and storage buildings when approved by the Restrictions Committee. Concrete tile or cinder block is not considered to be stone or brick. All roofs will be of lightweight concrete tile.

(c) Unless otherwise approved by the Restrictions Committee, as originally provided for in the 1993 Amendments, all homes constructed on unbuilt lots will be built in accordance with one of the four basic home designs prepared by the architectural firm of Richardson, Nagy & Martin, which were used for the homes originally built in the Subdivision, or with reasonable modifications thereof as approved by the Restrictions Committee, and will use brick and paints or stains within the range of earth tones existing in the area. The roof tile will substantially match or harmonize with the existing roofs. The roof pitch will not exceed 5/12. Unless approved by the Restrictions Committee, the only wood siding and trim allowed will be rough finish cedar, Hardi-plank or similar material. Windows will not be multi-pane unless approved by the Restrictions Committee.

(d) Unless otherwise approved by the Restrictions Committee, as originally provided for in the 1993 Amendments, owners of existing homes repainting or modifying the exterior of their homes will use materials and colors in conformity with subparagraph (c) above.

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 constructed in such subdivision shall be set back at least 20 feet from the street curb line of each lot in such subdivision (although 25 feet is preferred). No structures of any type, including, but not limited to, patios, decks, gazebos, swimming pools or fences shall be constructed within 40 feet of the back property line for all lots adjacent to the fairways of the golf course. All such improvements on any lot in such subdivision must face on the street upon which such lot fronts, subject however to any variances thereto as may be granted in writing by the Restrictions Committee thereafter provided for.

5. That prior to the construction of any detached garages, storage buildings, fences, guest houses or other out buildings on any lot in such subdivision, plans and specifications therefor, including a plot plan showing the proposed location thereof, must be submitted to the Restrictions Committee via delivery to Fair Oaks Ranch Homeowners Association, Inc. ("FORHA") hereinafter provided for with any required fee, and the approval thereof procured from such Committee prior to the commencement of construction thereon, and in connection therewith it is accordingly understood that the construction of any such barns, detached garages, guest houses, sheds or other out buildings on any lot in such subdivision without the prior approval of such Restrictions Committee will be conclusively presumed to be in violation of these restrictions, with 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 and type of construction of any such barns, detached garages, guest houses, sheds and other out buildings built in such subdivision in order to insure the development of said subdivision into a high-class residential area. Notwithstanding the foregoing, however, it is expressly understood that the failure of such 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 thirty days after receipt thereof shall be deemed for all purposes under the provisions hereof as the approval thereof.

6. No trailer house or mobile home shall be placed or otherwise permitted on any street or lot in any part of the Subdivision. No trailer house, mobile home, motor home, camper, boat or other type of recreational vehicle will be permitted to be parked on the streets or in front of any home. Nor shall such vehicles be parked in such a manner as to be visible from the street or from golf course fairways. All such recreational vehicles or motor homes and boats parked in the rear of a main dwelling unit on the fairway lots must be screened from the view of the fairways. No trailer house, recreational vehicle, motor home, boat, race car, camper, hunting vehicle, tractor, ATV, utility trailer, travel trailer, wholly inoperable vehicle may be kept parked, maintained or stored on any lot (vacant or occupied) for more than a 72-hour period. Time extensions may be granted only with written approval of the Restrictions Committee.

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

8. No fences shall be constructed within the 40 foot setback line of the back lot line of all fairway lots. A fairway lot is any lot for which any part thereof abuts any part of the golf course. All fencing shall be constructed of wood, wrought iron, stone or brick, unless otherwise approved by the Restrictions Committee. Only fences constructed of quality materials and good workmanship will be allowed. ALL FENCES MUST BE APPROVED BY THE RESTRICTIONS COMMITTEE PRIOR TO CONSTRUCTION, BOTH AS TO QUALITY OF MATERIALS AND AS TO CONSTRUCTION, AS WELL AS THE LOCATION THEREOF.

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

10. When a "zero-lot line" structure is constructed on any lot in the subdivision, the lot adjoining said zero lot line structure is subject to a maximum 2-foot roof overhang easement from the zero lot line structure. Any roof extending into said easement must be provided with a rain gutter which will prevent drainage from being discharged into the overhang easement; also the adjacent lot is subject to a total easement of 3 feet along the zero lot line sides of which the 2 feet overhang is a part, for the purpose of maintenance and repair of the adjacent residence that is built on the zero lot line. The total maintenance easement of 3 feet along the zero lot line shall be unobstructed. No structure of any kind can be built on or in the 3 foot maintenance easement excluding the 2 foot roof overhang.

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

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

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

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

14. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants to property of the owner situated within such easement. Wherever utility easements are shown and the owner constructs a fence over said easement, the owner shall construct a gate over said easement to allow access by the authorized entity using said easements. ALL UTILITIES SHALL BE PLACED UNDERGROUND; NO POLES, OVERHEAD LINES, OVER-GROUND PIPES OR CONDUITS ARE ALLOWED.

15. No garbage or other waste shall be kept except in sanitary containers. Garbage containers will be placed so as not to be viewed from the street or the golf course, except on the evening before collection day. Please promptly remove from the street and view after collection.

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

17. (a) No outside toilets or privies shall be permitted on any lot. All toilet facilities, kitchen sinks, washing machines, bathroom drains, etc., shall be connected to the central sewage system provided by Elkhorn Company, Inc.

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

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

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

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

19. All driveways must be paved with concrete.

20. Any exterior lighting and particularly with reference to security or trouble lights such as those normally installed by CPS or purchased by individuals, should be installed in such a manner as not to create a horizontal exposure but rather to be shielded in order to cast light upwards or downwards in a manner not to create problems for neighboring lots or the neighborhood generally. Outside lighting shall not be aimed, directed, or focused so as to cause direct or annoying light to neighboring homes or properties.

21. Ham radio system antennas or other similar high towers or antennae are prohibited. Television aerials must be located in the attic or connected to a master television antenna unless otherwise approved in writing by the Restrictions Committee. The Restriction Committee must approve all antennas and satellite dishes prior to installation.

22. All purchasers of fairway lots are required to complete the construction of a main dwelling unit on said fairway lot within two (2) years from the date of purchase of said lot. If at the expiration of two (2) years from the date of said purchase said main dwelling unit has not been constructed, the grantors reserve the right to repurchase said lot at its original sales price.

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

24. All property owners are required to construct a small fence conforming to utility company requirements out of rock, brick, wood, or similar material around the electrical and telephone transformers and garbage pick-up areas located on the front of each lot to provide a screen for such areas to maintain the attractive appearance of the subdivision.

25. No property owners of fairway lots are required to pay a fee to the Fair Oaks Ranch Golf and Country Club in lieu of the country club dues.

26. Solar Panels, Rainwater Catchment Systems, Wind Turbines, Etc.: Plans for solar panels, rainwater catchment systems, wind turbines and all similar renewable energy and resource conservation outdoor systems are improvements which must receive approval from the Restrictions Committee before commencement of installation or construction. The Committee has discretion to regulate the location and aesthetics of such systems and improvements to the extent they are visible from the street or neighboring lots, while recognizing its limits under Chapter 202.007 through 202.018 in the Texas Property Code. 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 located below ground, be blended with landscaping, be placed behind an approved fence or 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.

B. RESTRICTIONS COMMITTEE

PRIOR TO ANY CONSTRUCTION ON ANY LOT, A COMPLETE SET OF PLANS AND SPECIFICATIONS MUST BE SUBMITTED FOR REVIEW AND APPROVAL OF THE RESTRICTIONS COMMITTEE, which shall be submitted to the Restrictions Committee by delivery to Fair Oaks Ranch Homeowners Association, who has agreed to act as a liaison between the property owners and the Restrictions Committee for the purposes of receiving communications on behalf of the Restrictions Committee. Submission of plans and specifications for improvements located in the Subdivision shall be submitted to the Restriction Committee by delivery to such Committee c/o Fair Oaks Ranch Homeowners Association at 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas 78015 (or wherever located if such address

hereafter changes) with the fee as required in these Restrictions, if any, or by the By-Laws of FORHA.

The plans and specifications must state the total living area available in each single family dwelling unit, exclusive of garages, porches and breezeways. In addition, for each of the aforesaid listed buildings, a plot plan must be submitted which shows all elevations, with the locations of each building with reference to front, side and rear setback lines, and which shows all utility, drainage, and other easements affecting side lot. Any reference to architectural control committee is the same as the Restrictions Committee, which Committee today is comprised of those who were duly appointed by the original nominees/appointees of the developer. One Restrictions Committee serves the entire Subdivision, which is comprised as Units D-1, D-2, and D-3 as set forth above.

Failure to receive a response from the Restriction Committee within thirty (30) days from the date of submission to FORHA will constitute approval of said plans and specifications. However, no plans seeking a variance from the Restrictions shall ever be considered deemed approved by lack of written denial; to the extent plans seek approval of an improvement that is violation of any set back or use restriction herein must be approved in writing by the Committee or it shall be considered to be presumptively denied.

No variance request of any kind will be considered to be “deemed” granted or approved by inaction of the Committee or its failure to notify any property owner of the denial of any variance. Variances can only be granted by written consent of the Committee filed of record in the Bexar County Deed records, and cannot be defaulted as a result of inaction by the Committee. Any request by a lot owner in the Subdivision for a variance should submit a request in writing to the Committee (via FORHA) and demonstrate with particularity any peculiarities or unique circumstances that the property owner believes should warrant the Committee’s consideration of a variance as to his, her, or its property in the Subdivision.

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 Restrictions Committee shall be a Committee that consists of up to 5 owners in the Subdivision that are appointees or successors of the original Restrictions Committee appointed by the Developer. There is no requirement that the Committee consist of at least one member of each original Unit D-1, D-2, or D-3.

The Restriction Committee retains the right in furtherance of a uniform plan for the development of Fair Oaks Ranch Bexar County Units D-1, D-2, and D-3 collectively the “Subdivision” herein, Bexar County, Texas, as a high-class residential subdivision, but subject to the limitations hereinafter recited, to execute further 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 Restriction Committee shall also perform all of the other duties and obligations imposed upon them under the provisions hereto.

Notwithstanding the foregoing, however, it is expressly understood that a majority of the lots in the Subdivision, with any husband and wife being considered as one owner, may by instrument in writing filed in the Deed Records of Bexar County, Texas, elect a five member Restriction Committee for the Subdivision and any committee so elected shall supplant the Restriction Committee descending from the original nominees of the developer and be vested with all of the duties, powers, discretions and prerogatives of the original Restriction Committee herein provided for. Any such election may be administered by FORHA in the event more than a third of all lots request an election to be administered by FORHA, or in the event less than 3 members serve on the Committee and FORHA on its own resolution administers an election for the Committee. Any Committee constituted as a result of an election will serve with any resignation or death or disability resulting in the authority of the remaining Committee to fill such vacancy by appointment of any other property owner in the Subdivision.

The Committee chair and members may be determined from consulting the offices of FORHA.

The Restriction Committee for such subdivision shall serve until their successors are duly elected as hereinafter provided for. Such Restriction Committee 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 the Subdivision will be for purposes hereof construed as a resignation by him from the Restrictions Committee. Replacement members will be selected by the remaining members of the Restriction Committee.

In the event of any dispute involving the Committee's exercise of discretion, the Committee's exercise of such discretion and authority will be considered to be presumptively reasonable and shall control unless, after an unsuccessful mediation of such dispute, such exercise of discretion and authority by the Committee is successfully judicially challenged by clear and convincing proof that such exercise of discretion by the Committee was arbitrary, capricious, or discriminatory. To assist in attracting volunteer candidates to serve on this Committee, under no circumstances shall an owner or occupier of a lot encumbered by these Restrictions as amended sue one or more individual members of the Committee (or any former members of the Committee) for any monetary damages in connection with their service or participation on the Committee, or alleged lack of sufficient participation on the Committee.

The number of members serving on the Committee may be as high as 5 members but need not necessarily be as many as 5 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 may make decisions on behalf of the Committee. The composition of the Committee, when it hereafter changes, or the filling of a vacancy on the Committee need not be filed with the Bexar County Deed Records.

Failure of any owner or the Committee to enforce any covenant or restriction herein or to take any action herein permitted shall in no event be deemed a waiver of the right to do so hereafter.

If any lot owner seeking approval of the Restrictions committee is also a member of the Restrictions Committee, that person must abstain from voting in connection with whether to approve the building, fence, or improvement.

D. FAIR OAKS RANCH HOMEOWNERS ASSOCIATION

All lot owners shall become and continue to be mandatory members of the Fair Oaks Ranch Homeowners Association, Inc. and agree to comply with its governing articles and bylaws, and the Fair Oaks Gardens Homeowners Association and its governing documents, 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 Fair Oaks Ranch Homeowners Association in accordance with its duly provided charter, by-laws, and resolutions, and also to the governing organizational documents of the Fair Oaks Gardens Homeowners Association which has been formed for the specific purpose of providing additional services to the owners of lots in Fair Oaks Ranch, Bexar County, Units D-1, D-2 and D-3, Bexar County, Texas ("Subdivision").

Each owner in the Subdivision is required to pay the assessments of FORHA (and as hereafter increased by FORHA) for which the failure to pay will subject the owner's property to a lien for which FORHA may seek foreclosure to pay unpaid assessments and attorney's fees incident thereto as allowed by law.

E. DURATION AND AMENDMENT

The covenants, conditions and restrictions of the original declaration as amended herein 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 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 herein by injunction in order to prevent a breach thereof or to enforce the observance thereof, which remedy however, shall not be exclusive. It is understood that in the event of a breach of the restrictions and use limitations herein as amended by the owner of any lot or lots in said Subdivision it will be conclusively presumed that the Committee and other owners of lots in said Subdivision have been injured thereby.

The covenants, conditions and restrictions herein shall be effective until September 1, 2018, after which time said covenants, conditions and restrictions shall be automatically

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

If one other than the Restriction Committee pursues enforcement of these Restrictions, as between such enforcing parties and the Restriction Committee, it is understood that all expenses, attorney's 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 the Restriction Committee shall have no obligation to bear or reimburse for such expense, although the Committee may contribute such expense if it so desires.

Any lot owner or occupant in the Subdivision who has violated these Restrictions as amended will be responsible to the Committee for all reasonable expenses, attorney fees and court costs incurred by or on its behalf in connection with any enforcement of these Restrictions as amended. Neither the Committee nor its members will be responsible under any circumstances for attorney's fees and costs incurred by a property owner challenging or resisting the enforcement of these Restrictions by the Committee.

These Restrictions as amended shall be construed liberally with respect to their enforcement and no alleged ambiguities will be resolved against the Committee or any property owner in the Subdivision seeking enforcement of any Restrictions.

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.

Now, therefore, pursuant to the original Public Restrictions and herein, the undersigned affirms the adopting of these amended and restated restrictions following the unanimous approval of the Restrictions Committee (consisting of Joe Pruett, Mary Mead, Bill McVey, Tamara Corbin, and Charles Brown) effective from and after the date of the filing hereof with the Bexar County Real Property records or its equivalent.

Witness my hand this 14 day of May, 2013.

Restrictions Committee for Units D-1, D-2, and D-3
collectively known as The Fair Oaks Gardens or
"Subdivision" hereinabove


By: 

Joe Pruett, Its Chairperson

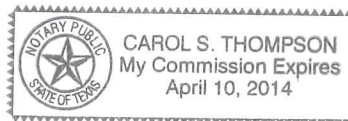
State of Texas §
County of Bexar §

Before me, the undersigned authority on this day personally appeared Joe Pruett, Chairperson of the Restrictions Committee for Units D-1, D-2, and D-3 as described above ("Committee" herein), personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the Committee has unanimously adopted and approved these Restrictions and therefore he has executed the same for the purposes therein expressed and in the capacity as Chairman of the Committee

Given under my hand and seal of office this 14 day of May, 2013.



Notary Public in and for the State of Texas



AFTER RECORDING RETURN TO:

Fair Oaks Ranch HOA
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

Doc# 20130100904 Fees: \$60.00
05/20/2013 2:29PM # Pages 12
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

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:

MAY 20 2013





COUNTY CLERK BEXAR COUNTY, TEXAS