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**RALPH FAIR LLC.
TO THE PUBLIC
RESTRICTIONS
THE ENCLAVE AT FAIR OAKS RANCH**

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

THAT WHEREAS, RALPH FAIR LLC, is the owner of the land and premises described as **THE ENCLAVE AT FAIR OAKS RANCH, FAIR OAKS RANCH, COMAL COUNTY, TEXAS**, described according to plat recorded in Volume 201006002743, Records of Plats of Comal County, Texas, comprising 19.02 acres, more or less, and said tract of land and premises being herein referred to as "the subdivision;" and

WHEREAS, RALPH FAIR LLC 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, which shall be used for water utility operations only) shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof, and in general, will insure the best use and most appropriate development of such subdivision:

A. COVENANTS AND RESTRICTIONS

(1) Each of the lots in this subdivision shall be used only for the construction of one single family residence or main dwelling unit, including other appurtenant structures permitted under the terms hereof. Main dwelling units constructed on each lot shall contain at least the following number of square feet of main dwelling living area, exclusive of porches, garages and breezeways:

(a) Single Family Units

- (i) 2,400 square feet, single story, with two-car garage attached;
- (ii) 2,800 square feet, two story, with two-car garage attached;

(2) Except as set out below, no commercial use of any lot shall be permitted, and specifically no sign shall be placed on any lot indicating a commercial use thereof. A residential unit may be used as a builder's sales office for a period of up to 24 months

from the time of completion, unless the time is specifically extended by the Restriction Committee.

(3) Each Lot improved with a residential unit 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 car ports are not permitted, unless special design circumstances warrant their use, in which case permission must be obtained in writing from the Restriction Committee.

(4) (a) Plans for all residential units must be submitted prior to construction to the Restriction Committee for approval as provided for in Paragraph B, "Plans and Specifications" below."

(b) All residential units constructed in this 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. No manufactured houses or other structures shall be moved onto any lot in this subdivision, other than commercially constructed children's playhouses and storage buildings after approval by the Restriction Committee.

(5) (a) The exterior walls of all residential units, detached garages, guest houses and green houses shall be constructed with matching rock, stucco or brick, for 85% or more of the total exterior wall area. Window and door openings shall be included as masonry. Notwithstanding the foregoing, the Restriction 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. Exterior wall materials used on any building on all Lots shall be restricted to those types approved by the Restriction Committee.

(b) No residential siding any kind such as aluminum, vinyl, hardiplank, or any other manufactured siding product is permitted.

(c) Roofing on each residential unit shall be either slate, tile, or metal with standing seams. The Restriction Committee shall establish roofing criteria which are directed to (a) generally improving the quality of materials used; (b) encouraging the use of colors which are in harmony with other structures in the subdivision; and (c) establishing pitch requirements. All flat roofs are prohibited.

(d) The exterior of all chimneys of residential units shall be 100% rock, brick or stucco masonry of a type and color matching that of the exterior walls of the house, unless specific structural problems result from the use thereof. Alternative materials may be considered by the Restriction Committee if the proposed material is of high quality and commensurate with a high class residential neighborhood.

(6) All main residential units (including patios) or other buildings constructed in this subdivision shall be set back at least 50 feet from the front property line of each lot, 25 feet from the side of the lot line, and 40 feet from the rear lot line. All such improvements on any lot in this subdivision must face on the street upon which the lot fronts, subject however to any changes thereto as may be granted in writing by the Restriction Committee.

(7) Prior to the construction of any detached garages, storage buildings, fences, pools, guest houses or other out buildings on any lot in this subdivision, plans with four elevations and specifications therefor, including a plot plan showing the proposed location thereof, must be submitted to the Restriction Committee, and the approval procured from the committee prior to the commencement of construction. It is understood that the construction of any such detached garages, guest houses or other out buildings on any lot in this subdivision without the prior approval of the Restriction Committee will be conclusively presumed to be in violation of these restrictions. The Restriction Committee in furtherance of a uniform plan for the development of the subdivision shall be vested with the authority to control the location and type of construction of any such detached garages, guest houses and other out buildings built in this subdivision in order to insure the development of this subdivision into a high-class residential area. Notwithstanding the foregoing, however, it is expressly understood that the failure of the Restriction Committee to give notification of its disapproval of any plans, specifications, and plot plan showing the location of the improvements, within thirty days after receipt thereof shall be deemed for all purposes under the provisions hereof as the approval of the improvements.

(8) No garage, storage building or temporary building shall be constructed on any lot in this subdivision as living quarters, 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.

(9) (a) No trailer house, recreational/motor home, utility/tent/boat/travel trailer, or one ton truck (excluding one ton pickup) shall be parked, or maintained on any portion of the lot for more than a twenty-four (24) hour period. A house, recreational/motor home, utility/tent/boat/travel trailer, or one ton truck can be kept or stored in an enclosed garage which is part of the approved residential structure or in a detached garage if the detached garage has been approved by the restriction committee.

(10) Any fuel oil, propane, butane, or water collection tanks shall be buried.

(11) FENCES: ALL FENCES, INCLUDING, BUT NOT LIMITED TO, QUALITY OF MATERIALS, METHODS OF CONSTRUCTION, AND LOCATION, MUST BE APPROVED BY THE RESTRICTION COMMITTEE PRIOR TO CONSTRUCTION. Except as provided below, all fencing shall be constructed of stone, brick, ornamental iron, a combination of cedar posts and ornamental iron, or some other combination thereof subject to the approval of the Restriction Committee. Other items of

consideration are listed below:

(a) No fence shall be constructed forward of the front house line (between the home and the front property line), except where the fence and security gate are approved by the Restriction Committee.

(b) Only fences constructed of quality materials and good workmanship shall be allowed.

(c) Wooden privacy fences are strictly prohibited.

(12) **LANDSCAPING:** The Restriction Committee must approve all landscaping plans prior to installation of the landscaping. The landscaping plan should show the type of plants, shrubs, type and quantity of grass and the sprinkler system design. With the intent of water conservation, the use of drought tolerant native plants, shrubs and grasses similar to those planted in the Enclave At Fair Oaks Ranch entry area, and drip irrigation systems or irrigation systems with large water droplet sprinkler heads will be generally approved. Landscaping is to be installed within six (6) months of occupancy of the residential structure.

(13) No animals shall be permitted on any lot in this subdivision other than household pets; livestock of any type, including pot bellied pigs, are specifically prohibited from this subdivision. Dogs maintained outside of the residence must be on a leash or under fence.

(14) No firearms shall be discharged nor shall any hunting be done with any type of weapon within this subdivision.

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

(16) (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 and as provided in Paragraph (b) and (c) below, 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 6. A vote of no less than three (3) members of the Restriction Committee shall be required for approval of such resubdivision. 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.

(b) NO RESUBDIVISION OF ANY LOT FOR THE PURPOSE OF

PROVIDING TWO HOMESITES WILL BE PERMITTED. Portions of a tract may be re-subdivided for the purpose of such portion becoming a part of an adjacent tract.

(c) Any resubdivision plat must be approved by the City of Fair Oaks Ranch Utility Board and Council.

(17) 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.

(18) All garbage or other waste shall be kept in sanitary containers that are not visible from the street except on regular pick up days. The sanitary containers cannot be placed on the street prior to sundown on the day preceding the regular pick up day.

(19) (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 sewage collection system. When economical sanitary water recovery systems are available that use household water, such as bath or wash water, for lawn irrigation purposes, such systems may be submitted to the Restriction Committee for approval.

(b) All construction of swimming pools and required fencing must be approved by the Restriction Committee and comply with the ordinances of the City of Fair Oaks Ranch, Texas, concerning same.

(20) The drilling of water wells on any lot is prohibited, except at designated easement locations owned by the City of Fair Oaks Ranch.

(21) Tennis-court lighting and fencing shall be allowed only with approval of the Restriction Committee. Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed within seventy-five feet (75') from the front property line of any Lot in the subdivision without the prior written consent of the Restriction Committee.

(22) The first 100 feet from the street of all driveways must be paved with concrete.

(23) Any exterior lighting shall be installed in such a manner as not to create a horizontal exposure but rather to be shielded in order to cast light up or down in a manner which will not create problems for neighboring lots or the neighborhood generally.

(24) Ham radio antennas or other similar high towers or antennas shall not be allowed on any lot without prior written approval of the Restriction Committee.

(25) 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 Restriction Committee, any property owner's lot becomes so overrun with tall grass, brush, rubbish or trash so as to cause a nuisance in the subdivision, the Fair Oaks Ranch Homeowners Association is authorized to clean up said lot at the expense of the property owner after notification to the property owner. If said cleanup 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. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear an automatic ten percent (10%) penalty of the sum due, plus interest from the due date at the maximum rate permitted by law, and not less than ten percent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property.

(26) Property owners are required to screen from sight transformers and other utility boxes located on the front of their lot in order to maintain the attractive appearance of the subdivision. Since CPS (City Public Service) Electric Co-op may need to replace or maintain these transformers, sufficient space should be allowed around the transformer to permit access to the transformer. Screening must not be more than 6 inches higher than the top of the transformer. Landscaping plants used for screening shall be evergreen year round, tall and dense enough to provide screening of the transformer or utility boxes from the time of planting. The lot plat of the subdivision reflects utility and drainage easements, as such, any person wishing to dig in those easements is required by law to notify CPS and get underground lines located prior to digging.

B. PLANS AND SPECIFICATIONS

(1) PRIOR TO THE CONSTRUCTION OF ANY SINGLE FAMILY DWELLING UNIT, DETACHED GARAGE, GUEST HOUSE, SHED, FENCES OR OTHER BUILDING, IN THIS SUBDIVISION, A COMPLETE SET OF PLANS AND SPECIFICATIONS MUST BE SUBMITTED, FOR REVIEW AND APPROVAL OF THE RESTRICTION COMMITTEE. ALONG WITH THE SUBMISSION OF SUCH PLANS AND SPECIFICATIONS A FEE OF \$250.00 PAYABLE TO THE FAIR OAKS RANCH HOMEOWNERS ASSOCIATION SHALL BE SUBMITTED TO COVER THE EXPENSE OF THE COMMITTEE IN REVIEWING THE PLAN AND ANY INSPECTIONS REQUIRED. The plans and specifications must include a site plan complete with driveway and the locations of each building with reference to front, side and rear setback lines, and which shows all utility, drainage, and other easements affecting said lot. Additionally, the plans and specifications will include architectural floor plans, elevations of all exterior sides of the residence, roof and electrical plans, and state the

total living area available in each single family dwelling unit, exclusive of garages, porches and breezeways.

(2) The aforesaid fee of \$250.00 may be increased after December 31, 2013 at the discretion of the Restriction Committee to the extent necessary to cover the expenses of the Committee in making the required review of plans and specifications and inspections pertaining thereto.

(3) Failure to receive a response from the Restriction Committee within thirty (30) days from the date of submission will constitute approval of said plans and specifications.

(4) Submission of plans and specifications of improvements for approval as required in these Restrictions shall be submitted to the Restriction Committee by delivery to such Committee c/o Fair Oaks Ranch Homeowners Association, Inc. at 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas 78015 (or wherever located if such address hereafter changes) with payment of the fee as required in these Restrictions, or by the By-Laws of Fair Oaks Ranch Homeowners' Association, Inc.

C. RESTRICTION COMMITTEE

(1) All architecture, plans and buildings in the subdivision shall comply with all applicable building codes and laws 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 Restriction Committee shall consist of nominees of RALPH FAIR LLC

(2) The Restriction Committee retains the right in furtherance of a uniform plan for the development of the subdivision as a high class residential subdivision, to execute amendments to, including granting variances from and on, the aforesaid restrictive covenants, 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 this subdivision. The Restriction Committee shall also perform all of the other duties and obligations imposed upon them under the provisions hereof. On or before December 1, 2012, by instrument recorded in the Official Records of Real Property of Comal County, Texas, the undersigned shall appoint a Restriction Committee of Three (3) to Five (5) members residing in The Enclave At Fair Oaks Ranch, to serve as the Restriction Committee for THE ENCLAVE AT FAIR OAKS RANCH. Such Restriction Committee shall serve as such until their successors are duly elected as hereinafter provided. The Restriction Committee shall be vested with all of the duties, powers, prerogatives and discretions herein conferred upon the original Restriction Committee. Any vacancies in the Restriction Committee by death, resignation or otherwise (it being understood that the sale by any member of the committee of all of his property in the subdivision will be construed as a resignation by him from the committee), will be filled by the remaining members of the committee by recordable instrument filed in the Deed Records of Comal County, Texas. At no time shall the Restriction Committee consist of less than 3 members. A quorum necessary to conduct Committee business shall be a majority of such Committee members then comprising the Committee; a majority of such members present (either physically or via

teleconference) at any Committee meeting may make decisions on behalf of the Committee.

Notwithstanding the foregoing, however, it is expressly understood that any time after December 1, 2012, the owners of 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 Comal County, Texas, elect a three to five member Restriction Committee for the subdivision and any committee so elected shall thereafter be vested with all of the duties, powers, discretions 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 the subdivision. Any amendments to or variances from such limitations and restrictions made or granted by the Restriction Committee pertaining to all of the lots in the subdivisions may be made only by appropriate written instrument filed in the Deed Records of Comal County, Texas.

(3) In the event of any dispute involving the Restriction 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 without remuneration, under no circumstances shall an owner or occupier of a lot encumbered by these Restrictions 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 or appropriate participation on the committee.


D. (a) 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 all property owners in Fair Oaks Ranch. Lot owners agree to accept such membership and to perform and be bound by the obligations, terms and conditions of membership in the Homeowners Association in accordance with its duly provided charter, bylaws and resolutions.

(b) THE ENCLAVE AT FAIR OAKS RANCH HOMEOWNERS ASSOCIATION

Each lot owner in The Enclave At Fair Oaks Ranch shall become and continue to be members of the The Enclave At Fair Oaks Ranch Homeowners Association and shall be governed by its Articles of Incorporation and Bylaws. The Enclave At Fair Oaks Ranch Homeowners Association provides specific services to all The Enclave At Fair

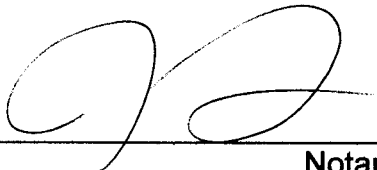
RALPH FAIR LLC

By: 
George Atallah,
President

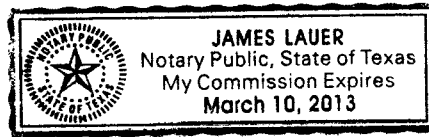
(Corporate Acknowledgment)

STATE OF TEXAS §
COUNTY OF COMAL §

25th This instrument was acknowledged before me, the undersigned authority, on the day of July, 2012, by George Atallah, President of RALPH FAIR LLC, a Texas corporation, on behalf of said corporation.



Notary Public, State of Texas



Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
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