

The Fountains Homeowners' Assn.
215 W. Bandera Rd. Ste. 114-233
Boerne TX 78006

"THE FOUNTAINS OF FAIR OAKS RANCH, INC. BEING: 10.75 ACRES OF LAND OUT OF THE MARIA HERNANDEZ SURVEY NO. 420, COUNTY BLOCK 4709, BEXAR COUNTY, TEXAS";

9. Set Backs (Amendment): All main dwelling units (including patios) or other buildings constructed in such subdivision shall be set back at least twenty feet (20) from the front property line of each lot in such subdivision; and at least twenty feet (20) from the rear property line. All side setbacks shall be at least seven feet from each side property line. All such improvements on any lot in such subdivision must face the street upon which such lot fronts, subject to, however, any variances thereto must be granted in writing by the ACC.

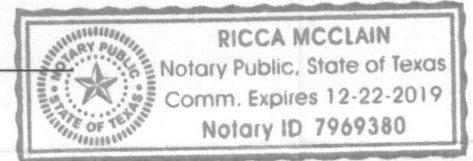
Cody H. Phillips
Cody H. Phillips

7/10/17
Date

Before me, a notary public, on this day personally appeared the aforementioned member of The Fountains of Fair Oaks Ranch Architectural Control Committee, known to me to be the person whose name is subscribed to the foregoing document and, acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Ricca McClain
Notary Public

7/10/17
Date



After recording, please mail to
The Fountains HOA
215 W. Bandera, Suite 114-233
Boerne, TX 78006

Book 18626 Page 298 2pgs

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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:

JUL 14 2017



Gerard C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20170137180 Fees: \$30.00
07/14/2017 3:12PM # Pages 2
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

Amendment Of Declaration of Covenants, Conditions and Restrictions
The Fountains of Fair Oaks Ranch, Inc.

"THE FOUNTAINS OF FAIR OAKS RANCH, INC. BEING: 10.75 ACRES OF LAND OUT OF THE MARIA HERNANDEZ SURVEY NO. 420, COUNTY BLOCK 4709, BEXAR COUNTY, TEXAS"; recorded in the State of Texas, County of Bexar provide for amendment by the Architectural Control Committee.

The Architectural Control Committee desires to amend Section A; COVENANTS AND RESTRICTIONS, Page 2, Paragraph 4, Number c. It is to read as follows:

A. COVENANTS AND RESTRICTIONS

4. The charges to the homeowner will be as follows:

c. The homeowner's construction company (if applicable) must submit a non-refundable pavement fee of \$3,000.00 to the HOA as defined in Article A paragraph (34) below prior to commencement of any construction work on the property.

The above changes have been adopted effective from and after the date of the filing with the Bexar County Real Property Records or its' equivalent.

Russell Tootle 2/5/16
Russell Tootle Date

Cody H. Phillips 2/5/16
Cody H. Phillips Date

Linda Tonkery 2/5/16
Linda Tonkery Date

Kathy P. Phillips 2/5/2016
Kathy P. Phillips Date

Before me, a notary public, on this day personally appeared the aforementioned members of The Fountains of Fair Oaks Ranch Homeowners' Association and The Fountains Architectural Control Committee, known to me to be the persons whose names are subscribed to the foregoing document and, acknowledged to me that they executed the same for the purpose and consideration therein expressed.

J. Dubois
Notary Public



HOMEOWNERS ASSOCIATION OF THE FOUNTAINS OF FAIR OAKS RANCH, INC.

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:

FEB 16 2016



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20160027743 Fees: \$38.00
02/16/2016 2:05PM # Pages 4
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

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SCANNED

**HOMEOWNERS ASSOCIATION OF THE FOUNTAINS OF FAIR OAKS RANCH, INC.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Know all men by these presents:



“THE FOUNTAINS OF FAIR OAKS RANCH, INC. BEING: 10.75 ACRES OF LAND OUT OF THE MARIA HERNANDEZ SURVEY NO. 420, COUNTY BLOCK 4709, BEXAR COUNTY, TEXAS”;

now known as The Fountains of Fair Oaks Ranch, Inc., and said tract of land and premises being herein referred to as “the subdivision” and it is the desire of this document to protect the property described, covenants, restrictions, reservations and easements herein for the benefit of such property and the present and future owners thereof;

Now, therefore, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and 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 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 such subdivision shall hereafter be used for the construction of one single family residence or main dwelling unit thereon for a single family , including other appurtenant structures permitted under the terms hereof, with it being intended that except as set out below 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 lot shall contain at least the following number of square feet of main dwelling living area, exclusive of porches, garages and breezeways:
 - a. Single story homes shall be no smaller than 2,600 square foot living area with a two and one-half garage attached;
 - b. Two story homes shall be no smaller than 2,800 square foot living area with a two and one-half garage attached;
 - c. With a detached garage, minimum 2,800 square foot for one or two story homes
 - d. If any portion of the home is two stories, the home will be considered as a two story home;
 - e. All garages, attached or detached, shall be fully enclosed and weather tight and include four walls and roof consistent in style and materials with the main structure that will accommodate two full sized cars and one golf cart. Each garage shall have at least one main garage door for the cars and a separate dedicated garage door for the golf cart access onto the driveway.
 - f. All garage doors should remain closed except while in use.

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2. No new home construction or remodeling or new additions of a residential building shall remain incomplete for more than twelve (12) months after the actual construction has commenced. Commencement of construction will be based upon the date of issuance of the City of Fair Oaks Ranch Building Permit. New construction shall be considered complete upon issuance of a Certificate of Occupancy by the City. Remolding or new additions to the home are considered complete after a Certificate of Completion has been issued by the City.
3. The ACC, may but is not required to, approve an extension beyond twelve (12) months for home construction, if in the ACC's judgment; there is a sufficiently valid reason to consider an extension.
4. The charges to the homeowner will be as follows:
 - a. The homeowner shall make a payment to the ACC of \$75.00 at the time the construction plans are submitted for evaluation, review and approval which also covers the first three month period of construction. An additional fee of \$75.00 will be assessed for each three month period after the Architectural Plans are submitted for approval through the completion of the construction. The ACC may approve an extension for home construction beyond one year if there is a valid reason to consider an extension.
 - b. If construction extends beyond fifteen (15) months, after the start of the fifteenth (15th) month, the Homeowners' Association will assess a penalty of \$75.00 per week thereafter until the City of Fair Oaks Ranch issues a Certificate of Habitation.
 - c. The homeowner's construction company (if applicable) must submit a non-refundable pavement fee of \$3,000.00 to the HOA as defined in Article A paragraph (35) below prior to commencement of any construction work on the property.
5. 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 ACC prior to any such construction.
6. Plans and Specifications
 - a. Three (3) sets of plans & specifications for all requested approvals must be submitted to the ACC with a Request for Approval Form provided by the ACC. No construction on any such units may begin prior to ACC approval, in accordance with the provisions contained Section B - "PLANS AND SPECIFICATIONS" below.

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- b. A management company may be the contact for the ACC plans & specifications for all ACC construction approval. The ACC or a management company may interface with the homeowner / construction contractor and collect the fees. There shall at least two sets of house plans submitted to the ACC - one to review and the members of the ACC committee to mark up and propose alternate arrangements where needed and one set that can be stored for future reference.
 - c. If any changes have been made to the plans resulting from ACC comments or requirements, the homeowner must submit a revised set of plans to the ACC prior to starting construction that documents all changes mandated by the ACC have been incorporated into the plans and specifications for the home construction.
- 7. All dwelling units 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, 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, after approval by the ACC. The ACC must approve said playhouses for size, location and color. Such request for approval must first be submitted to the ACC in writing with the appropriate plan approval fee of \$75.00. No out-storage building will be allowed unless integrated with and attached to the main house structure and completed design and materials the same as the main structure.
- 8. Exterior Materials
 - a. The exterior walls of all residential buildings shall be 100% masonry, which consists of rock, or stucco or stucco/brick combination. Window, door openings, soffit and fascia shall be included as masonry. Notwithstanding the forgoing, the ACC is empowered to waive this restriction, if such waiver is advisable in order to accommodate a unique or advanced building concept, design or material, and the resulting structure will add to the general quality and architectural appearance of the neighborhood. Exterior wall materials quality and colors used on any structure on all lots shall be restricted to those types approved by the ACC, including the colors of all fascia, windows and doors.
 - b. Roofing: Roofing shall be either slate, concrete tile or clay tile only. Less than 20% of the roofing material on any house may be of copper, stucco or metal with standing seams for architectural purposes. The ACC may grant prior approval based on such design considerations. Minimum roof slope allowed will be a 7 and 12 pitch. Some lesser roof slopes may be approved by the ACC if required by design considerations or roof structure requirements.

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- c. **Fireplaces:** The exterior of all chimneys shall be 100% masonry of a type and color matching or complimenting that of the exterior walls of the house. Alternative materials may be considered by the ACC; however, the ACC is not mandated to provide any such approval. Fireplaces and flues may be masonry, or be of approved prefabricated metal units. The tops of chimneys must be constructed with a "roof" designed over the stack, in an architectural style and color or paint to match and compliment the exterior house design.
9. **Set Backs:** All main dwelling units (including patios) or other buildings constructed in such subdivision shall be set back at least twenty feet (20) from the front property line of each lot in such subdivision; and at least twenty feet (20) from the rear property line. All such improvements on any lot in such subdivision must face the street upon which such lot fronts, subject to, however, any variances thereto must be granted in writing by the ACC.
10. **Approval Of Work:** Prior to the construction of any detached garages, fences, pool houses, or other out buildings on any lot, plans and specifications which include a plot plan showing the proposed location thereof must be submitted to the ACC. Approval from said ACC must be obtained prior to the commencement of construction. Construction of any such detached garages or other out buildings on any lot in such subdivision without prior approval of the ACC will be conclusively presumed to be in violation of these restrictions. It is intended in connection with the provision hereof that such ACC in furtherance of a uniform plan for the development of said subdivision shall be vested with the authority to control the location and type of construction of any such out buildings in order to insurance the development of said subdivision is a high class residential area.
11. It is expressly understood that the failure of the ACC to give notification of its disapproval of any such submitted plans and specifications for any such improvements, including a plot plan showing the location within sixty (60) days, the plans and specifications are approved.
12. No trailer house, motor home, utility/equipment trailer, construction trailer, tent, boat, recreational vehicle, travel trailer, any truck larger than a one-ton pickup, or wrecked or inoperable vehicle shall be kept, stored or maintained on any portion of the front yard in the front of the building line of the permanent structure, or on the street in front of said building; nor shall it be kept, parked, stored or maintained on any other portion of the lot, unless in an enclosed garage. No visitor's vehicle, including any of the aforementioned vehicles shall be parked in such a way for more than twenty-four hours, with the exception of construction vehicles being used during the building of a home.
13. On -street parking of any vehicle, except, twenty-four hour house visitor vehicle, is prohibited, with the exception of construction vehicles being used during the building of a home.

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14. **TANKS:** Any fuel oil, propane, butane or water collection tanks shall be placed below ground, or screened and located so as not to be visible from the other lots or from the street on which the lot where said tank is located faces. Bury location and screening material must first be approved by the ACC. Propane tanks larger than thirty (30) gallons must be placed below ground. Propane tanks below 30 gallons must be placed out of view whether in use or not.

15. **DRAINAGE:** Each set of plans submitted to the ACC must provide a drainage plan showing how storm water will be collected and moved to the edge of the property in a way that it does not impact neighboring lots. Storm water must be diverted and routed either directly to the street at the front of the property or to the back of the property and outside of the perimeter wall on the north, south and east sides of the subdivision or into the drainage creek on the west side of the subdivision. Storm water rates and volumes shall be based on a 25 year storm.

16. **FENCES:** All fences, including, but not limited to, materials, methods of construction, height, color and location, must be pre-approved by the ACC prior to the construction. All fencing and or garden walls shall be constructed of masonry, stone, manufactured pave stone, brick pre-approved Fence Crete, stucco, or ornamental iron, unless approved by ACC.
 - a. No fence shall be constructed forward of the front house line (between home and front property line), except the HOA security gates and wall approved by the ACC.
 - b. Only fences constructed of quality materials and good workmanship shall be allowed. The fencing demonstrated in the front subdivision entry areas and side perimeter will be generally accepted.

17. **LANDSCAPING:** The ACC 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 as demonstrated in The Subdivision entry, and drip irrigation systems, or irrigation systems with large water droplet (low velocity) sprinkler heads will be generally approved. Each home constructed will be required to expend a landscaping budget equal or greater than three (3) percent of the total construction budget as set forth in the building permit application unless granted a waiver by the ACC.

18. No animals will be permitted on any lot in such subdivision other than household pets; with it specifically understood that no livestock of any type, including pot bellied pigs, will be permitted on any part of the said subdivision. Dogs maintained outside the residence must be on a leash or under fence. No more that two of any one kind of household pet will be allowed

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at each residence. Any outside pets creating a nuisance or any disturbance to the community will not be allowed.

19. No firearms shall be discharged, nor shall any hunting be done with any type of weapon within said subdivision. No archery, air rifles, projectile weapons or similar sports equipment usage shall be allowed.

20. No part or portion of such subdivision shall be used as a junk yard or as an area for the accumulation of scrap or used materials, with the exception of construction materials used during home construction. No part of such subdivision shall be used for any purposes that are 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. Once a home is occupied, no trash, no building materials such as but not limited to roofing materials, paint supplies, lumber, etc., shall be allowed to be viewed from the street or side yards.

21. During Construction, materials may be initially offloaded and staged onto the street, if and only if, the street surface under the staged material is covered with ½" (minimum) thick plywood or equivalent to prevent damage to the street surface from any construction materials and/or construction equipment for handling them. Any materials offloaded onto the street shall be fully removed from the street before close of business of that day, the protective materials removed and the street cleaned. Failure to comply with this requirement will result in the home owner assessed a payment of a \$1000.00 pavement fee for each occurrence. The ACC may consider, but is not obligated to approve, a short waiver for the time "staged materials" may remain in the street, but no waiver will be granted for use of protection materials for the street.

22. Division of Subdivision Lots
 - a. Re-subdivision, 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 ACC and in Paragraph (b) herein, and is otherwise in full compliance with and conformity to all provision hereof, including particularly, but not limited to, the building setback requirements of Paragraph 6. A vote of no less than five (5) members of the ACC shall be required for approval of such re-subdivision, partition, partial conveyance or ownership in divided or separate interests void and without effect. Any re-subdivision plat must be approved by the City of Fair Oaks Ranch Council and/or Utility Board.

 - b. No re-subdivision of any lot for the purpose of providing two home sites will be permitted. Portions of a tract may be re-subdivided for the purpose of such portion becoming a part of

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an adjacent tract. However, no re-subdivision shall be allowed which will lessen the size of a lot from its original approved dimensions.

23. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, 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 the property of the owner situated within the 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 authorizing entity using said easements.
24. No garbage or other waste shall be kept, except in sanitary containers. No garbage containers shall be visible from the street, except on regular pick-up days, and should be screened from sight in a manner that blends or compliments the architectural style of the home with both materials and colors.
25. No professional, business or commercial activity to which the general public is invited shall be conducted on any lot or home within the subdivision. A non-public type personal home office, and or studio are acceptable. The other exceptions which may be allowed would be for "open house" purposes or as a temporary sales model home. Temporary shall be defined as being (6) six months or less. A "SOLD" sign cannot be in front of home for more that 5 days. After that time, it must be removed.
26. Water Facilities
 - 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 city sewage collection system. When alternative sanitary water recovery systems are available that can safely treat household water, such as bath or wash water for lawn irrigation purposes, such systems may be submitted to the ACC for approval. Portable toilet facilities allowed during the course of construction must be located as not to infringe upon nor negatively affect the surrounding lots, as determined by the ACC.
 - b. A construction of swimming pools and required fencing must be approved by the ACC and comply with the local ordinances and be granted a permit by the City of Fair Oaks Ranch, Texas. Such request for approval must first be submitted to the ACC in writing with the appropriate plan approval fee of \$75.00. The pool and fence must be of the same as the main structure.
27. The drilling of water wells on a lot is strictly prohibited.

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28. Swimming Pool and tennis-court lighting and fencing shall be allowed only with approval of the ACC. Basketball goals or backboards, tennis courts, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed within fifty (50) feet from the front property line of any lot in the subdivision without the prior written consent of the ACC, and will not be allowed in or on the front of any home, nor may it be visible from the street.
29. All driveways must be paved concrete with a pebble washed finish. Decorative borders and edging brick, stone or other such design elements are encouraged. Driveways of stamped concrete, rock brick, flagstone, or pavers must first be approved by the ACC for design, material and color. No driveway will be allowed which in the sole opinion of the ACC detracts or contrasts with the architectural style of the subdivision. Rear patios, decks and/or walkways may be of pebble washed concrete, brick, stone, stamped concrete, flagstone, wood or other treatments as may be approved by the ACC.
30. Any design lighting shall be installed in such a manner as minimize a horizontal exposure, but rather will 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. Non shielded light fixtures shall be of low wattage. Tree lighting is recommended. Perimeter eve or soffit lighting shall be placed to minimize excessive illumination on neighboring lots.
31. Each mailbox and mailbox post must contain a street address on the structure and said mailbox structure must be constructed with the same materials and colors of the home, the design and location of which must be a part of the ACC submitted and approved plans.
32. All property owners are required to maintain their lots, whether vacant or occupied so as not to become overrun with tall grass, heavy brush, rubbish or trash. If, in the opinion of the ACC and/or the HOA Board of Directors a property owner's lot becomes so overrun with tall grass, brush, rubbish or trash so as to cause a nuisance in the subdivision, the Fountains Homeowner's Association is authorized to clean up said lot at the expense of the property owner, after notification to the property owner.
33. Homes under construction, whether undertaken by the lot owner or a general contractor must remain clean and free of debris throughout construction. Dumpsters and portable toilets must be entirely located on the lot being built and placed in a manner not to negatively infringe upon or affect the neighboring lots. Under no circumstances will a dumpster or portable toilet be allowed to be placed in a roadway without prior written approval by the ACC. As stated above, site debris must never be allowed to blow or drift into surrounding areas and shall be cleaned daily. Failure to keep the building site, the adjacent street and/or containing construction debris within the lot under construction will result in action by the ACC to

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maintain the subdivision cleanliness at the cost to the homeowner owning the lot under construction, after reasonable notice to the homeowner, and which will be handled as a part of the assessments itemized in Article XI, paragraph 5. b. of the subdivision by laws.

34. The lot owner or general contractor shall be responsible for damage to the private street. To protect each individual owner's rights and values, any owner or the contractor of lot owner must pay a \$3,000.00 private road pavement fee not to be reimbursed for construction of any home, remodeling of or additions to an existing home, landscaping and/or pool where the construction cost is \$30,000.00 or greater and/or the construction equipment .
35. Infringing on the access to and/or traffic flow of surrounding lots or the subdivision as a whole, job activities, work and/or music shall only be permitted between the hours of 7:00 am and 6:00 pm, Monday – Friday or 9:00 am 5:00 pm on Saturday with no work allowed (absent an emergency) on Sunday; and shall not be allowed to be a nuisance to the neighborhood. Work prior to 7:00 am, such as may be required for a foundation pour, shall be preceded by notification to and approval by the ACC in writing. The ACC has the authority to cite the homeowner for a penalty of \$1000.00 if the homeowner's construction company has received prior written warning they have worked outside of the hours outlined above and/or have been cited for their personnel being a nuisance.
36. Property owners are required to construct a small screen of masonry, or a landscaped screen of planting materials around electrical transformers located on the front of their lot to provide screen for transformers located on their lot to maintain an attractive appearance of the subdivision. Since CPS or current utility provider may need to replace or maintain these transformers the enclosure should be removable, or of rock, brick or if planting is used, sufficient space should be allowed around the transformer to permit removal of the transformer. Screening must not be more than six (6) inches higher than the top of the transformer.

B. PLANS AND SPECIFICATIONS

1. Prior to the construction of any single family dwelling unit, detached garage, guest house, decking, fences, pools, tennis courts or other construction of any kind in such subdivision, three complete sets of plans and specifications along with the ACC permit application must be submitted for review and approval of the ACC. Along with the submission of such plans and specifications, a fee of \$75.00 payable to the Fountains Homeowners Association shall be payable to cover the expense of the committee reviewing the plan and any inspection required before construction is started. After approval, before construction is started on the above plans, if the cost of this structure is over \$30,000.00 and/or heavy equipment (with a gross weight greater than 30,000 pounds) is required for the construction of the facilities and the heavy equipment will have to traverse the subdivision street to reach the lot, a non-refundable

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\$3,000.00 pavement fee made payable to The Fountains Homeowners Association to be placed in the reserve fund to be used by the board of directors at such time is deemed appropriate to repair the road. The above payments will be required before construction is started and will not be refunded. The plans and specification must state and itemize 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 locations of each building with reference to the front, side and rear setback lines and which design and material for the construction of the mailbox must be included on the home plan in addition to the other specific features itemized in these deed restrictions.

2. The foresaid fee of \$75.00 may be increased as deemed necessary by the ACC committee to the extent necessary to cover the expenses of the Committee in making the required review and inspections pertaining thereto.
3. Failure to receive a response from the ACC within sixty (60) days from the formal date of submission will constitute approval of said plans and specifications.
4. Prior to the start of construction, the home owner shall submit two hard copies of the revised plans and specifications to the ACC to confirm the changes marked by the ACC have been integrated into the "Construction Issue" of the drawings and specifications. With the approval of the ACC, the owner may submit one set of hard copy drawings along with an electronic copy of the drawings and specifications – in .pdf format.
5. The homeowner shall permit the designated individual(s) from the ACC to have access to the property during construction to enable the ACC to confirm the structure(s) are in compliance with the approved plans and specifications.

C. ARCHITECTUAL CONTROL COMMITTEE

1. All architecture plans and buildings in the subdivision shall comply with all applicable laws as well as with general and special restrictions herein, and any variances there from shall be subject to the approval of the ACC.
2. The ACC retains the right in furtherance of a uniform plan for the development of the high class residential subdivision, but subject to limitations hereinafter recited, to execute amendments to, including granting variances from and on the aforementioned restrictive covenants and use limitations in such subdivision, provided they, in the restrictive covenants and use limitations in such subdivision, provided they, in the exercise their best judgment and discretion, are of the opinion that any such amendments or variances would be furtherance of the uniform plan for the development of such subdivision.

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3. Such ACC shall also perform all of the other duties and obligations imposed upon them under the provision hereof.
4. Since all of the lots are now sold there can be up to five (5) members but never less than three (3) members on the ACC. Such ACC, including any additional members thereof as hereinafter provide for, shall be vested with all of the duties, powers, prerogatives and discretions herein conferred upon the original ACC. Any vacancies in such ACC by death, resignation, sale of their lot or does not own property in said subdivision will be for the purposes hereof construed as a resignation by him or her from such committee, This Committee will be filled by the remaining members of such committee by a written agreement presented to the Directors of the HOA for review and approval.
5. Any such variance or amendments shall not be considered an alteration of the Deed Restrictions, nor a precedent to affect any other lot, homeowner or project within the subdivision. This variance or amendment waiver is a onetime variance or waiver and not intended to delete the requirement for the subdivision.

D. HOMEOWNERS' ASSOCIATION

1. 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 purpose of which is to provide various services and facilities for the use and benefit of the property owners.
2. All lots owners agree to accept such membership and to perform and be bound by the obligations, terms and conditions of membership in such Homeowners' Association and in accordance with its duty provided charter, bylaws, deed restrictions, and conditions of membership in such Homeowners' Association.
3. The Association provides specific services to all homes and home sites in The Fountains subdivision and each property owner shall be mandatory members of both associations and shall be governed by its Articles of Incorporation, By-Laws and Deed Restrictions.
4. Monthly (currently we pay semi-annually) dues are designated in the By-Laws of the Fountains HOA. Dues will be invoiced by the HOA semi-annually. The HOA Board can hire an outside management company to perform this duty.

E. DURATION AND AMENDMENT

1. The covenants, conditions and restrictions of this declaration shall run with and bind the land and shall insure the benefit of and enforced by the ACC and The Fountains Board of Directors. All lot owners and homeowners are subject to the restrictions in this declaration. Their legal representatives, heirs, successors and assigns are also bound to these covenants, conditions and

**HOMEOWNERS ASSOCIATION OF THE FOUNTAINS OF FAIR OAKS RANCH, INC.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

restrictions. It is further expressly understood that the ACC and the Homeowners' Association in said subdivision shall have the right to legal representation and have the right to enforce the restrictive covenants.

2. The ACC or the Fountains Board of Directors has no obligation to bear any expenses should any individuals in the subdivision sue one another over any of the deed restrictions in this document.
3. The covenants, conditions and restrictions herein shall be effective until October 1, 2030, after that time, said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of three-fourths (3/4) of the owners of lots in such subdivision, with each lot having one (1) vote, taken prior to October 1, 2030, or of any current extended period, and filed for record in the Deed of Records of Bexar County, Texas. It is agreed that these restrictive covenants and use limitations shall continue indefinitely unless terminated by vote as itemized above.
4. Invalidation of anyone 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 event be deemed a waiver of the right to do so thereafter.

**HOMEOWNERS ASSOCIATION OF THE FOUNTAINS OF FAIR OAKS RANCH, INC.
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Angelica Hart
Angela Hart Angelica HART (a)

C.R. Westbrook
C.R. Westbrook

Kathy Phillips
Kathy Phillips

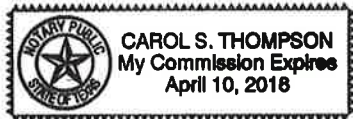
Cody H. Phillips
Cody H. Phillips

Russell Tootle
Russell Tootle

Before me, a notary public, on this day personally appeared the aforementioned members of The Fountains of Fair Oaks Ranch Homeowners' Association, Inc. and The Fountains Architectural Control Committee, known to me to be the persons whose names are subscribed to the foregoing document and, acknowledged to me that they executed the same for the purpose and consideration therein expressed.

State of Texas
County of Bexar


Carol S. Thompson
Notary Public



**HOMEOWNERS ASSOCIATION OF THE FOUNTAINS OF FAIR OAKS RANCH, INC.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**


Linda Tonkery

Before me, a notary public, on this day personally appeared the aforementioned member of The Fountains of Fair Oaks Ranch Homeowners' Association and The Fountains Architectural Control Committee, known to me to be the persons whose name is subscribed to the foregoing document and, acknowledged to me that she executed the same for the purpose and consideration therein expressed.


BRIAN DEBLINGER
Notary Public
State of New Jersey
My Commission Expires Dec 4, 2017

Doc# 20150132712 Fees: \$78.00
07/20/2015 1:09PM # Pages 14
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:

JUL 20 2015




COUNTY CLERK BEXAR COUNTY, TEXAS