

TO THE PUBLIC

FIRST AMENDMENTS OF RESTRICTIONS
FAIR OAKS RANCH, BEXAR COUNTY, TEXAS, UNIT J

WHEREAS, the Restrictions for Unit J, Fair Oaks Ranch, Bexar County, Texas recorded in Volume 2606, Pages 56-64, Official Public Records of Real Property of Bexar County, Texas provide for amendment thereof by the Restriction Committee for said subdivision, and

WHEREAS, the Restrictions Committee, in furtherance of a uniform plan for the development of the subdivision as a high-class residential subdivision desire to add the following paragraphs to Section A of the covenants and restrictions:

1. **Add Paragraph 2 (b): *Outbuildings:*** All outbuildings, detached garages, storage buildings, guest houses, gazebos, cabanas, etc. shall be permanent structures with a concrete foundation and constructed to match the existing home, with 50% or more of the total wall area (column area for open air construction) consisting of stone or brick. Roofs shall also match the existing home roof in type, style and color. Prior to the construction of any outbuilding, the outbuilding plans and specifications, along with a plot plan showing the proposed location and a description of exterior materials being used, must first be submitted to and approved by the Restriction Committee. These structures shall comply with all setbacks and shall not exceed one story in height above ground level.
2. **Add Paragraph 2 (c): *Maintenance and Upkeep:*** Each owner shall maintain all dwellings, structures, improvements, outbuildings and fences in good repair in accordance with original structural integrity and appearance. This includes promptly repairing/replacing all damaged, loose, missing, or unsightly sections of all fences and structures, as well as maintaining fences in their original position and alignment. Each owner shall keep their lawns and landscape mowed, trimmed, weeded, and free of dead plants, trees, debris, trash and unsightly materials. Maintenance/upkeep of natural areas on personal property is the responsibility of the homeowner / property owner, and the level of that upkeep must be in keeping with the standards required of maintaining a high-value residential neighborhood and protecting property investment. Vacant lot owners shall cut their vacant lots at least once annually and more often after periods of heavy rain and during periods of extreme fire hazard.
3. **Amend Paragraph 9:** "All fencing shall be constructed of stone, brick, wrought iron or wood unless otherwise approved by the Restriction Committee. Wood fencing is not allowed on fairway lots."
4. **Add to Paragraph 9:** If board fencing is sought to be approved, if such fencing would have exposed construction posts and railings on one side (as opposed to the preferable double-sided fence with pickets on both sides and no exposed posts and railings), such fencing shall be installed so that exposed posts and railings face toward the "inside" of the lot with the pickets facing the outside.

5. **Add Paragraph 27: Solar Panels, Rainwater Catchment Systems, Wind Turbines:** Plans for solar panels, rainwater catchment systems, wind turbines and all similar renewable energy and resource conservation outdoor systems must receive approval from the Restrictions Committee before installation or construction begins. 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.
6. **Add Paragraph 28: Greenhouses:** Permanent greenhouses shall be placed on a level, prepared foundation and consist of high quality materials in keeping with matching the existing home and preserving/protecting property values. Construction materials shall include rigid panels (glass or Plexiglas) and a high quality metal or wood frame with a minimum five-year manufacturers' warranty. Prior to the construction of any greenhouse the specific greenhouse plans and specifications, along with a plot plan showing the proposed location, must be approved by the Restriction Committee. Greenhouse locations shall be behind the front house line, meet all setbacks, and utilize the backyard to the greatest extent possible. Due to the many and varied types of greenhouses, the Restrictions Committee, in furtherance of a uniform plan for the subdivision, shall be vested with the authority to control the type of construction and location of greenhouses.
7. **Add Paragraph 29:** The composition of the Committee, or the filling of a vacancy on the Committee need not be filed with the Bexar County Deed Records. Information relating to the composition of the Committee is available through the Fair Oaks Ranch Homeowners' Association, Inc. The number of members serving on such 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 present (either physically or via teleconference) at any Committee meeting may make decisions on behalf of the Committee.

This document does not restate all the prior Restrictions but merely adds to such Restrictions adopted and filed in 1982 as may have thereafter been amended. Said prior restrictions as amended must be consulted in addition to this document to discern the full restrictions as amended encumbering the subject property. To the extent, however, any provisions in the Amendment are inconsistent with any provisions in the original Restrictions, the provisions in the Amendment control and shall be given deference over the original Restrictions.

Now, therefore, pursuant to the Public Restrictions, the undersigned affirms the adopting of these amendments to the Public Restrictions effective from and after the date of the filing hereof with the Bexar County Real Property Records or its equivalent.

Witness my hand this 6th day of June 2013.

Restrictions Committee, Unit J, Bexar County

By: Carroll Floyd

Carroll Floyd, Chairman

Committee Members:

William L. Hendley Elayne Kuehn
Robert L. Harting [Signature]

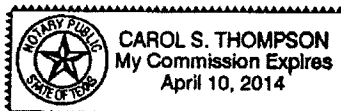
State of Texas §
County of Bexar §

Before me, the undersigned authority on this day personally appeared Carroll Floyd, Chairman of the Restrictions Committee Fair Oaks Ranch, Unit J, Bexar County, personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated after all members of the Restrictions Committee unanimously voted in support of the adoption and filing of these amendments.

Given under my hand and seal of office this 6th day of June 2013.

Carol S. Thompson
Notary Public in and for the State of Texas
My commission Expires: 4-10-14

After recording return to:
Fair Oaks Ranch HOA
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015



Doc# 20130122492 Fees: \$24.00
06/17/2013 10:30AM # Pages 3
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:

JUN 17 2013



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

166679
19.00

DEED

1000-ACRE FAIR OAKS PROJECT, LTD.

TO THE PUBLIC:

450663

RESTRICTIONS

FAIR OAKS RANCH BEXAR COUNTY UNIT J

STATE OF TEXAS I

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR I

THAT WHEREAS, 1000-Acre Fair Oaks Project, Ltd., is the owner of the land and premises known as Fair Oaks Ranch Bexar County Unit J, Bexar County, Texas, described according to plat recorded in Volume 9300, Page 98, Bexar County Plat Records, comprising 16 722 acres, more or less, and said tract of land and premises being herein referred to as "the subdivision"; and

WHEREAS, 1000-Acre Fair Oaks Project, Ltd., desires to subject such real property to the protective covenants, restrictions, reservations and easements herein for the benefit of such property and the present and future owners thereof;

NOW THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof, and in general, will insure the best use and most appropriate development of such subdivision:

I.

A. COVENANTS AND RESTRICTIONS

1. Each of the lots in such subdivision shall hereafter be used only for the construction of one single family residence, including other appurtenant structures permitted under the terms hereof, with it being intended that no commercial use of any such lots shall be permitted and, specifically, that no sign shall be placed on any such lot indicating a commercial use thereof, and that such main dwelling units constructed on each such lot shall contain at least the following number of square feet of main dwelling living area, exclusive of porches, garages and breezeways:

(a) Single family units:

- (1) 2,400 square feet, single story, two-car garage attached;

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- (2) 2,800 square feet, single story with detached garage, or two story.

2. (a) Plans for all dwelling units must be submitted to the Architectural Review Committee for approval before construction on any such units may begin, in accordance with the provisions contained in Paragraph "B" below, entitled "Architectural Review Committee."

(b) All dwelling units hereafter constructed in such subdivision shall be constructed in a good and workman-like 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 Architectural Review Committee and with it being specifically here provided that no houses or other structures shall be moved onto any lot in such subdivision, other than commercially constructed childrens' playhouses and storage buildings when approved by the Architectural Review Committee.

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 (including overhangs and patios) constructed in such subdivision shall be set back at least 25 feet from the front property line of each lot in such subdivision and shall be set back at least 8 feet from the side and rear lot lines (both property lines on the street-sides of corner lots shall be considered "front property lines" for the purposes of set-backs). 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 Architectural Review 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 Architectural Review Committee hereinafter provided for, and the approval thereof procured from such committee prior to the commencement of construction thereon, and in connection therewith it is accordingly understood that the construction of any such, detached garages, guest houses, sheds or other out buildings on any lot in such subdivision without the prior approval of such Architectural Review Committee will be conclusively presumed to be in violation of these restric-

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tions, with it being intended in connection with the provisions hereof that such Architectural Review Committee in furtherance of a uniform plan for the development of such subdivision shall be vested with the authority to control the location and type of construction of any such, 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 Architectural Review 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 garage, storage building or temporary building shall be constructed on any lot in such subdivision as living quarters thereon, except that detached servants quarters or guest houses may be constructed thereon provided it is built in conjunction with or after the main dwelling unit to which it is appurtenant is constructed.

7. No trailer house or mobil/home shall be permitted on any lot in such subdivision, with the exception that one vacation type mobile home or other type of recreational vehicle may be parked at or near a main dwelling unit in such subdivision provided it is not used as living quarters, provided it is kept in a closed garage or other enclosed area approved by the Architectural Review Committee. It is prohibited to park a trailer house, mobile home, motor home, camper, any other type of recreational vehicle or boat on the streets in the subdivision or in front of any dwelling unit. It is also prohibited to park such vehicles or boats in such a manner as to be visible from the streets or golf course fairways. All such recreational vehicles, mobil homes or boats must be kept in closed garages or other enclosed areas approved by the Architectural Review Committee.

8. 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.

9. No fences shall be constructed within the 40 foot setback line of the back lot line of all fairway lots. All fencing shall be constructed of wood, stone or brick, unless otherwise approved by the Architectural Review Committee. Only fences constructed of quality materials and good workmanship will be allowed. **ALL FENCES MUST BE APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE PRIOR TO CONSTRUCTION, BOTH AS TO QUALITY OF MATERIALS AND AS TO CONSTRUCTION, AS WELL AS THE LOCATION THEREOF.**

10. 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. Dogs maintained outside of a residence must be on a leash or under fence.

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

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

13. (a) Resubdivision, partition, partial conveyance, or ownership in divided or separate interests of any tract shall be permissible and lawful only if approved in writing by 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 situation 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 (except for power supply poles located along Dietz-Elkhorn Road).

15. No garbage or other waste shall be kept except in sanitary containers.

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

17. (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 a sewage collection line meeting the approval of all county and state health authorities and complying with all regulations and shall be operated and maintained in such a manner as to not be obnoxious, offensive or to endanger the health or welfare of the occupants of the building site on which it may be located or any surrounding property.

(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. No flat roofs will be permitted unless specifically approved by the Architectural Review Committee. All roof coverings on the fairway lots shall be made of shake, shingle, slate, tile, or metal. Composition shingles are prohibited unless specifically approved by the Architectural Review Committee. Exterior color schemes on fairway lots must be approved by the Architectural Review Committee.

20. All driveways must be paved with concrete.

21. Any exterior lighting and particularly with reference to security or trouble lights such as those normally installed by CPSB 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.

22. Ham radio system antennas or other similar high towers or antennas on fairway lots are prohibited.

23. All purchasers of fairway lots are required to complete the construction of a main dwelling unit on said fairway lot within five years from the date of purchase of said lot. If at the expiration of five 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.

24. 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 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.

25. All property owners are required to construct a small fence out of rock, brick, wood, or similar material around the electrical transformers located on the front of each lot to provide a screen for the transformers to maintain the attractive appearance of the subdivision.

26. All 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, amounting to 20% of the Fair Oaks Ranch Golf and Country Club full family membership dues, if said property owners do not choose to become members of the club. If said fee is not paid, unpaid fees will

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become a lien in favor of Fair Oaks Ranch Golf and Country Club on said property.

B. ARCHITECTURAL REVIEW COMMITTEE

PRIOR TO THE CONSTRUCTION OF ANY SINGLE FAMILY DWELLING UNIT, DETACHED GARAGE, GUEST HOUSE, SHED, FENCES, OTHER BUILDING IN SUCH SUBDIVISION, A COMPLETE SET OF PLANS AND SPECIFICATIONS MUST BE SUBMITTED FOR REVIEW AND APPROVAL OF THE ARCHITECTURAL REVIEW COMMITTEE. ALONG WITH THE SUBMISSION OF SUCH PLANS AND SPECIFICATIONS A FEE OF \$75.00 PAYABLE TO THE FAIR OAKS RANCH HOMEOWNERS ASSOCIATION SHALL BE SUBMITTED TO COVER THE EXPENSES OF THE COMMITTEE IN REVIEWING THE PLAN AND MAKING REQUIRED INSPECTIONS BEFORE CONSTRUCTION IS STARTED. The plans and specification 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.

The aforesaid fee of \$75.00 may be increased after 1982 at the discretion of the Architectural Review 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.

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

The original Architectural Review Committee will consist of the nominee or nominees of 1000-Acre Fair Oaks Project, Ltd. After July 1, 1985, the rules described herein which apply to the Restriction Committee for new members will apply to new members of the Architectural Review Committee.

C. RESTRICTION COMMITTEE

All architecture, plans and buildings in the subdivision shall comply with all applicable laws and building codes as well as with general and special restrictions herein, and any variances therefrom shall be subject to the approval of the Restriction Committee, the original to consist of nominees of 1000-Acre Fair Oaks Project, Ltd.

The Restriction Committee retains the right in furtherance of a uniform plan for the development of Fair Oaks Ranch Bexar County Unit J, Bexar County, Texas, as a high-class residential subdivision, but subject to the limitations hereinafter recited, to execute amendments to, including granting variances from and on, the aforesaid restrictive covenants and use limitations in such subdivision, provided they, in the exercise of their best judgment and discretion, are of the opinion that any such amendments or variances would be in furtherance of the uniform plan for the development of such subdivision. Such Restriction Committee shall also perform all of the other duties and obligations imposed upon them under the provisions hereof. On or before July 1, 1985, the undersigned will appoint five

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property owners in such subdivision to serve as the Restriction Committee for such subdivision from and after such date by instrument recorded in the Deed Records of Bexar County, Texas, and such Restriction Committee for such subdivision until their successors are duly elected as hereinafter provided for. Such Restriction Committee, including any additional members thereof as hereinafter provided for, shall be vested with all of the duties, powers, prerogatives and discretions herein conferred upon the original Restriction Committee. Any vacancies in such Restriction Committee by death, resignation or otherwise, with it being understood that the sale by any member of such committee of all of his property in such subdivision will be for purposes hereof construed as a resignation by him from such committee, will be filled by the remaining members of such committee by recordable instrument filed in the Deed Records of Bexar County, Texas. Notwithstanding the foregoing, however, it is expressly understood that any time after July 1, 1985, the then owners of a majority of the lots in such subdivision, with any husband and wife being considered as one owner, may by instrument in writing filed in the Deed Records of Bexar County, Texas, elect a five member Restrictions Committee for such subdivision and any committee so appointed shall thereafter be vested with all of the duties, powers, 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 such subdivision. Any amendments to or variances from such limitations and restrictions made or granted by said committee pertaining to all of the lots in such subdivision may be made only by appropriate written instrument filed in the Deed Records of Bexar County, Texas. In connection with the foregoing, however, it is accordingly here provided that said committee shall have no power or authority to grant variances from or amendments to such limitations and restrictions which would permit the use of any lot in such subdivision for commercial purposes, except for a temporary sales office used for original sales of lots or homes by 1000-Acre Fair Oaks Project, Ltd. or its authorized agent.

D. FAIR OAKS RANCH 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 purposes of which are to provide various services and facilities for the use and benefit of the property owners, and all lot owners agree to accept such membership and to perform and be bound by the obligations, terms and conditions of membership in such Homeowners Association in accordance with its duly provided charter, by-laws, and resolutions.

E. DURATION AND AMENDMENT

The covenants, conditions and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Restriction Committee or the owner of any lots subject to the restrictions in this declaration, and their respective legal representatives, heirs, successors and assigns. It is further expressly understood that the undersigned, the

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Restrictions Committee, or any one or more of the owners of properties in said subdivision shall have the right to enforce the restrictive covenants and use limitations herein provided for on said subdivision by injunction in order to prevent a breach thereof or to enforce the observance thereof, which remedy however, shall not be exclusive and the undersigned, the Restrictions Committee or any other person or persons owning property in said subdivision injured by virtue of the breach of the restrictions and use limitations herein provided for on said subdivision shall accordingly have their remedy for the damages suffered by them as a result of any breach, and in connection therewith it is understood that in the event of a breach of these restrictions and use limitations by the owner of any lot or lots in said subdivision it will be conclusively presumed that the other owners of lots in said subdivision have been injured thereby. It is further expressly understood that the undersigned shall continue to have the right to enforce such restrictive covenants and use limitations after all property has been sold by them but shall have no obligation to do so. It is understood that all expenses, attorneys fees and court costs incurred in connection with the enforcement of such restrictive covenants and use limitations shall be borne by the party or parties seeking to enforce the same; and that the undersigned or the restrictions committee shall have no obligation to bear such expense, although they may contribute such expense if they so desire.

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 such 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.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

EXECUTED this 19th day of May, 1982.

1000-ACRE FAIR OAKS PROJECT, LTD.
DON SMITH COMPANY, General Partner

By: Donald A. Smith
Donald A. Smith, President

STATE OF TEXAS I

COUNTY OF BEXAR I

Before me, the undersigned authority, on this day personally appeared Donald A. Smith, the President of Don Smith Company, a Texas corporation, known to me to be the

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person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

Given under my hand and seal of office this the 19th day of May, 1982.

Allen C. Bird
Notary Public in and for the
State of Texas



STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that this instrument was FILED in the Public Records on the day and at the time stated herein by me and was duly RECORDED in the Public Records of the County of Bexar County, Texas on

JUN 16 1982

Robert Green
COUNTY CLERK BEXAR COUNTY, TEXAS

FILED IN MY OFFICE
ROBERT GREEN
COUNTY CLERK BEXAR CO.
1982 JUN 15 PM 3 47
RM

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58681180 00 1982

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At to
Commercial Title Co.

WAIVER OF RESTRICTIONS

STATE OF TEXAS I
COUNTY OF BEXAR I

WHEREAS, in order to provide a uniform plan for the improvement, development and sale of lots in the Fair Oaks Ranch Subdivision, Bexar County, Texas, Fairco, Inc. and its successor, Ralph E. Fair, Inc. and 1000 Acre Fair Oaks Project, Ltd., executed restrictions for certain subdivisions described herein, and filed such restrictions for record in the Real Property Records of Bexar County, Texas, and

WHEREAS, each of the subdivision restrictions described herein contained a provision, "All purchasers of fairway lots are required to complete the construction of a main dwelling unit on said fairway lot within five years from the date of purchase of said lot. If at the expiration of five 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."

WHEREAS, Ralph E. Fair, Inc. and 1000 Acre Fair Oaks Project, Ltd. are the beneficiaries of the option of repurchase and in order not to create any undue hardship on any of the purchasers of lots in these tracts, Ralph E. Fair, Inc. and 1000 Acre Fair Oaks Project, Ltd. hereby waive any rights they have by reason of a paragraph of similar language to repurchase said lots.

NOW, THEREFORE the right of repurchase is hereby waived and rescinded by Ralph E. Fair, Inc. and 1000 Acre Fair Oaks Project, Ltd. for any of such rights as described in the Official Public Records of Real Property of Bexar County, Texas, as follows:

Fair Oaks Ranch Bexar County Unit	Paragraph	Volume	Page
B	23	1175	226
D-4	23	2385	858
E	23	1710	894, 895
H	23	2213	413
J	23	2606	60
L	23	2620	1077
O	23	2967	2069
Q	23	3256	1638
R	23	3256	1647

EXECUTED this 28th day of June, 1993.

1000 ACRE FAIR OAKS PROJECT, LTD.
DON SMITH COMPANY (A TEXAS CORPORATION),
GENERAL PARTNER

RALPH E. FAIR, INC

By: Donald A. Smith
Donald A. Smith, President

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

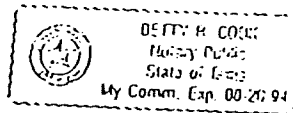
(Corporate Acknowledgment)

STATE OF TEXAS

This instrument was acknowledged before me, the undersigned authority this 28th day of June, 1993, by Robert J. Weiss, Jr., President of Ralph E. Fair, Inc., and Donald A. Smith, President of Don Smith Company

Betty R. Cook
Notary Public, State of Texas
My Commission Expires: 8-20-94

Betty R. Cook
(Typed/Printed Name of Notary)



WAIVER OF RESTRICTIONS

STATE OF TEXAS §

COUNTY OF BEXAR §

WHEREAS, in order to provide a uniform plan for the improvement, development and sale of lots in the Fair Oaks Ranch Subdivision, Bexar County, Texas, Fairco, Inc. and its successor, Ralph E. Fair, Inc., executed restrictions for certain subdivisions described herein, and filed such restrictions for record in the Real Property Records of Bexar County, Texas, and

WHEREAS, each of the subdivision restrictions described herein contained a provision requiring payment of certain fees to the Fair Oaks Country Club, Inc., doing business as Fair Oaks Ranch Golf & Country Club in lieu of Country Club dues, which stated the following:

"All property owners of fairway lots are required to pay a fee to the Fair Oaks Ranch Golf & Country Club in lieu of the Country Club dues amounting to twenty percent (20%) of the Fair Oaks Ranch Golf & Country Club full family membership dues, if said property owners do not choose to become members of the Club. If said fee is not paid, unpaid fees will become a lien in favor of the Fair Oaks Ranch Golf & Country Club on said property."

WHEREAS, Fair Oaks Country Club, Inc., d/b/a Fair Oaks Ranch Golf & Country Club, no longer desires to be the beneficial recipient of such fees, and the waiver of such requirement in the restrictions would have no effect on the uniform plan for the improvement, development and sale of lots in the Fair Oaks Ranch Subdivision.

NOW, THEREFORE, it is hereby declared that Fair Oaks Country Club, Inc., d/b/a Fair Oaks Ranch Golf & Country Club, waives its right to receive any such fees described herein, and more particularly described in the Official Public Records of Real Property of Bexar County, Texas, as follows:

<u>Fair Oaks Ranch Bexar County Unit</u>	<u>Paragraph</u>	<u>Volume</u>	<u>Page</u>
B	26	1175	226
D-1	25	2613	984
D-2	25	2414	1638
D-3	25	2398	68
D-4	26	2385	858
E	27	1710	895
H	25	2213	413
J	26	2606	60
L	26	2620	1077
O	26	2967	2069
F-1	29	1706	718

EXECUTED this 30th day of October, 1986.

FAIR OAKS COUNTRY CLUB, INC.

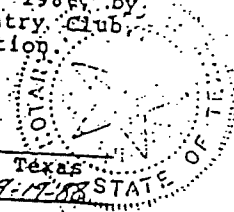
By: Robert J. Weiss, Jr.
Robert J. Weiss, Jr.,
President

(Corporate Acknowledgment)

STATE OF TEXAS 5

This instrument was acknowledged before me, the under-
signed authority, this 30th day of October, 1986. By
Robert J. Weiss, Jr., President of Fair Oaks Country Club,
Inc., a Texas corporation, on behalf of said corporation.

Petty R. Cook
Notary Public, State of Texas
My Commission Expires: 9-17-88
Petty R. Cook
(Typed/Printed Name of Notary)



R.1/lp

Return To:

RICHARD F. HALTER
2400 InterFirst Plaza
San Antonio, Texas 78205

All electronic filings which provide the full, correct or use of the described and
described purpose of order or law it would not constitute under Federal Law.
THE STATE OF TEXAS
COUNTY OF BEXAR
I have signed and this instrument was filed in file number 20060401 on the
date and at the time stated herein as set out and only necessary to be in
Official Public Records of the County of Bexar, Texas.

MAR 3 1987



Robert A. Green
COUNTY CLERK BEXAR COUNTY, TEXAS

FILED IN OFFICE
ROBERT A. GREEN
COUNTY CLERK BEXAR CO.
NOT RECORDED
MAR 3 1987

JM 3955 APR 04 19