

TO THE PUBLIC

SECOND AMENDMENT OF RESTRICTIONS
FAIR OAKS RANCH, KENDALL COUNTY UNIT 2

The Restrictions Committee/Architectural Review Committee for Fair Oaks Ranch, Kendall County Unit 2, organized pursuant to Public Restrictions filed in Kendall County at Volume 135 pages 531-538 as amended per the First Amendment of Restrictions per Volume 685, pages 972 et seq ("Restrictions" herein), having met and duly considered the following additional amendments to the restrictive covenants and use limitations set forth in such Restrictions, in furtherance of the uniform plan for the development of the above Unit (sometimes known as subdivision K-2) as a high class residential area, and pursuant to Paragraph C of such Restrictions relating to the amendment of such Restrictions applying to that the land described according to plat recorded in Volume 1, Pages 152-154 of the Kendall County Plat Records, do hereby adopt the following Second Amendments to the Restrictions:

1. Paragraph 7 of the original 1979 Restrictions is replaced with the following paragraph.

Parking of Vehicles, Trailers, etc.: No trailer house, recreational vehicle, motor home, boat, race car, camper, hunting vehicle, tractor, ATV, utility trailer, travel trailer, horse trailer, one ton truck (excluding one ton pick-up), or inoperable vehicle, may be kept, parked, maintained, or stored within the 60 foot front setback line or the 25 foot side or rear setback lines, or in any location that causes an obtrusive view for any other resident. The street (or roadside) parking of any vehicle, except visitor vehicles, is prohibited. Visitor street (or roadside) parking is limited to 72 consecutive hours unless the Restrictions Committee approves a homeowner -requested extension for a period greater than 72 hours. Parking of vehicles within the 60 foot front setback line or the 25 foot side or rear setback lines shall be confined to a paved driveway or parking space.

2. The following is added as Paragraph 22 under Section A of the original 1979 Amendments: 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 of the fence or improvements. 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. Repainting of all dwellings, structures, improvements, outbuildings, and fences should be of similar color as the original approved appearance. Significant changes of colors of any fencing or other improvement should be submitted to the Restrictions Committee for approval.

3. The following is added as Paragraph 23 under Section A of the original 1979 Amendments: Solar Panels, Solar Energy Devices, Rainwater Catchment Systems, Wind Turbines: All solar panels, rainwater catchment systems, wind turbines and all similar renewable energy and resource conversation outdoor systems must be installed behind the front line of the residence and not within the side or rear setback lines. Homeowners are encouraged to blend solar panels with existing rooflines, home colors and building materials as much as possible. For waiver requests to deviate from these requirements on such systems, the Committee has the right to require the homeowner to provide documentation from a qualified engineering resource detailing the reason(s) such system cannot be installed within these requirements.

This document does not restate all the prior restrictions as amended but merely amends or "adds to" the prior Restrictions as amended filed in October, 1979 and amended in 2001. 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 this Second Amendment are inconsistent with any provisions in prior Restrictions, or if any provisions in this Second Amendment are in conflict with the provisions in prior Restrictions, the provisions in this Second Amendment shall be given deference over the Restrictions.

The Restrictions Committee may be as many as high as 5 but need not necessarily be maintained with 5 members to take action under the Restrictions as amended. A majority of the Committee shall be a quorum. The vote or concurrence of at least 3 members shall be required to amend these Restrictions.

Now, therefore, pursuant to the Public Restrictions, the undersigned affirms the adopting of these amendments to the Public Restrictions effective on the date recorded in the Kendall County Real Property records.

Witness my hand this 4 day of JAN, 2013.

Restrictions Committee/Architectural Review
Committee, Kendall County, Unit 2

Rubin Ottmers
_____, Its Chairman

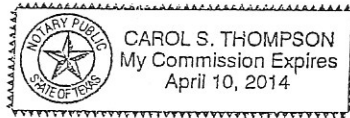
State of Texas §
 §
County of Kendall §

Before me, the undersigned authority on this day personally appeared Rubin Ottmers Chairperson of the Restrictions Committee/Architectural Review Committee for Fair Oaks Ranch, Kendall County Unit 2 ("Restrictions Committee"), who states the Restrictions Committee adopted the above after meeting and deliberation regarding same. Said Chairperson is 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 and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 4 day of Jan, 2013.

Carol S. Thompson

Notary Public in and for the State of Texas



AFTER RECORDING RETURN TO:

Fair Oaks Ranch Homeowners' Association
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

FIRST AMENDMENT OF RESTRICTIONS
FAIR OAKS RANCH, KENDALL COUNTY UNIT 2

The Restrictions Committee/Architectural Review Committee for Fair Oaks Ranch, Kendall County Unit 2, organized pursuant to Public Restrictions filed in Kendall County at Volume 135 pages 531-538 ("Restrictions" herein), having met and duly considered the following amendments to the restrictive covenants and use limitations set forth in such Restrictions, in furtherance of the uniform plan for the development of the above Unit (sometimes known as subdivision K-2) as a high class residential area, and pursuant to Paragraph C of such Restrictions relating to the amendment of such Restrictions applying to that the land described according to plat recorded in Volume 1, Pages 152-154 of the Kendall County Plat Records, do hereby adopt the following amendments to the Restrictions:

1. The following is added to the Restrictions to augment Paragraphs A5, A9(a), and Paragraph B of the Restrictions: Prior to the construction, erection, or placement of any single family dwelling unit, detached garage, guest home, shed, barn, other outbuildings, fencing, or gating, plans and specifications therefore, including a plot plan showing the proposed location of such proposed improvements, must be submitted to the Fair Oaks Ranch, Kendall County Unit 2 Restrictions Committee/Architectural Review Committee (sometimes "Committee" herein) c/o Fair Oaks Ranch Homeowners Association, Inc. It is intended in connection with the provisions hereof that such Committee in furtherance of a uniform plan for the continued development of such subdivision and in keeping with its function of preserving and protecting property values in such subdivision as a high class residential area, shall be vested with the authority and discretion to control and determine the color, location, height, and exterior design of any proposed dwelling unit or outbuilding and the location, height, color, and type of fencing and gates. In the event of any dispute, 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.

2. Although the Committee believes such discretion existed before these Amendments to disapprove any proposed privacy fencing along the frontage of a lot or within 60-foot building set back restriction of any lot in K-2, Paragraph A9(a) is additionally amended to add as follows: Privacy and closed-type fencing shall be prohibited along the frontage and within 60 feet of the frontage of each Lot. Further, A9(a) is amended so that in addition to redwood, cedar, cypress ash, white painted board, brick, or stone, the Committee will approve other proposed fencing materials, if, in the discretion of such Committee, it is determined that such other proposed fencing material is quality material commensurate with a high class residential area.

3. Paragraphs B and C of the Restrictions are clarified and amended to reflect that the Restrictions Committee and the Architectural Review Committee shall be one and the same Committee. Further, the number of members serving on such Committee may be as high as 5 members but need not necessarily be 5 members.

CERTIFICATE
 The page to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office. ATTESTED 7-19-01
DARLENE HERRIN
 COUNTY CLERK
 KENDALL COUNTY, TEXAS
 BY: DP Deputy



- 4. Submission of plans and specifications of improvements for approval shall be submitted to the Restriction Committee/Architectural Review Committee for K-2 by delivery to such Committee c/o Fair Oaks Ranch Homeowners Association at 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas 78015 (or wherever located if such address hereafter changes) with the fee as required in the Restrictions.
- 5. Paragraph 12 is amended to add the following: Lighting shall be shielded whenever practical so as not to be an annoyance to owners of other Lots in Subdivision K-2.

This document re-adopts and restates the Restrictions and merely modifies and "adds to" but does not supplant such Restrictions adopted and filed in October, 1979. To the extent, however, any provisions in this First Amendment is inconsistent with any provisions in the Restrictions, the provisions in this First Amendment control and shall be given deference over the Restrictions.

Now, therefore, pursuant to the Public Restrictions, the undersigned affirms the adopting of these amendments to the Public Restrictions effective from and after July 18, 2001.

Witness my hand this 18 day of July, 2001.

Restrictions Committee/Architectural Review Committee, Kendall County, Unit 2

Rubin Ottmers
Rubin Ottmers, Its Chairman

State of Texas *
*
County of Kendall *

Before me, the undersigned authority on this day personally appeared Rubin Ottmers, Chairman of the Restrictions Committee/Architectural Review Committee for Fair Oaks Ranch, Kendall County Unit 2, 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 and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 18 day of July, 2001.

Michele Anderson
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

Peter L. Kilpatrick, Langley & Banack, Inc.
Trinity Plaza II, 745 E. Mulberry, 9th Floor
San Antonio, Texas 78212
Counsel to Restrictions Committee/Architectural Review Committee for Fair Oaks Ranch, Kendall County Unit 2

CERTIFICATE
The page to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office. ATTESTED 7-19-01
DARLENE HERRIN
COUNTY CLERK
KENDALL COUNTY, TEXAS
BY: DP Deputy

Filed for Record in:

Kendall County
Darlene Herrin
County Clerk

On: Jul 19, 2001 at 10:04AM

Document Number: 0153366
Total Fees : 11.00 *pd*

Receipt Number - 35395
By Deputy: Denise Pendley

This Document has been received by this Office for Recording into the Official Public Records. We do hereby swear that we do not discriminate due to Race, Creed, Color, Sex or National Origin.



CERTIFICATE

THE DOCUMENT TO WHICH THIS CERTIFICATE IS AFFIXED IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

ATTEST: July 19, 2001
DARLENE HERRIN, COUNTY CLERK
KENDALL COUNTY, TEXAS

By: Denise Pendley DEPUTY

STATE OF TEXAS X

COUNTY OF BEXAR X

Before me, the undersigned authority, on this day personally appeared Ralph E. Fair, Jr., the President of Fairco, Inc., a Texas corporation, known to me to be the 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 2nd day of October, 1979.

Betty L. Cook
Notary Public in and for Bexar
County, Texas

FILED FOR RECORD THIS 5th DAY OF October 1979, AT 1:06 O'CLOCK P. M.
RECORDED THIS 16th DAY OF October 1979, AT 10:15 O'CLOCK A. M.

BY: Sharon Bablitt
DEPUTY

SHIRLEY R. STEHLING
COUNTY CLERK, KENDALL COUNTY, TEXAS.

CERTIFICATE

THE DOCUMENT TO WHICH THIS CERTIFICATE IS AFFIXED IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

ATTEST: July 9, 2001
DARLENE HERRIN, COUNTY CLERK
KENDALL COUNTY, TEXAS

BY: Donna B. Stewart DEPUTY



FAIRCO, INC.

TO THE PUBLIC:

29870

RESTRICTIONS

FAIR OAKS RANCH KENDALL COUNTY UNIT 2

STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KENDALL X

THAT WHEREAS, Fairco, Inc., is the owner of the land and premises known as Fair Oaks Ranch Kendall County Unit 2, Kendall County, Texas, described according to plat recorded in Volume 1, Pages 152-154, Kendall County Plat Records, comprising 230.532 acres, more or less, and said tract of land and premises being herein referred to as "the subdivision"; and

WHEREAS, Fairco, Inc., 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 or main dwelling unit thereon, 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 1900 square feet of area, exclusive of porches, garages and breezeways. Any main dwelling unit containing 1900 to 2100 square feet of area shall have an attached double ("two-car") garage.

2. (a) Plans for all single family main 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

VOL. 135

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CERTIFICATE
The page to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office. ATTESTED 7-9-01

Paragraph "B" below, entitled "Architectural Review Committee."

(b) All single family main dwelling units hereafter constructed in such subdivision shall be constructed in a good and workmanlike manner with the use of new materials and in such a way as to present a neat and attractive appearance in the area thereof. The exterior walls of all main dwelling units so constructed on said property, exclusive of porches, garages and breezeways appurtenant thereto, shall be constructed of at least 50% stone or brick, (unless approved otherwise by 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, with the exception of small commercially constructed storehouses.

3. The entire exterior of all main dwelling units constructed in such subdivision, together with the driveways, sidewalks and other exterior appurtenances thereto, must be completed within nine (9) months after the commencement of work thereon or the placing of materials therefor on such property, whichever occurs earliest, with the exception that ten day extensions for completion of construction may be granted by the restriction committee upon application therefor.

4. All main dwelling units constructed in such subdivision shall be set back at least 60 feet from the front property line of each lot (both property lines of corner lots that face the street shall be considered front property lines) and shall be set back at least 25 feet from the side and rear lot lines of each lot in such subdivision. All improvements on any lot in such subdivision must face on the street upon which lot fronts, subject however to any variances thereto as may be granted in writing by the Restriction Committee hereafter provided for.

5. That prior to the construction of any detached garages, storage buildings, 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 barns, 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 restrictions, 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 barns, detached garages, guest houses, sheds and other out buildings built in such subdivision in order to insure the development of said subdivision into a high class residential area. Notwithstanding the foregoing, however, it is expressly understood that the failure of such 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 they are built in conjunction with or after the main dwelling unit to which they are is appurtenant is constructed.

7. No trailer house or mobile home shall be placed or otherwise permitted on any lot in such subdivision for use as living quarters, in connection with which, however, it is understood that after applying for and upon obtaining written approval from the Restriction Committee, that one trailer house or mobile home may be parked on any lot at the time the foundation for construction of the main residence on such lot has been completed and with the further understanding that said mobile home must be removed immediately upon completion of said main residence, or within six months from the completion of the foundation, whichever occurs first, unless extended by the Restriction Committee for periods not to exceed 30 days each without reapplication. It is further understood that one vacation-type mobile-type mobile home or other recreational vehicle may be parked at or near a main dwelling unit in such subdivision provided it is not used as living quarters.

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

9. (a) ALL FENCES MUST BE APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE PRIOR TO CONSTRUCTION. Fencing along the street [both streets in the case of a corner lot] and back to the building setback lines shall be constructed of redwood, cedar, cypress, ash, white painted board, brick, or stone, unless otherwise approved by the Architectural Review Committee. Only fences constructed of quality materials and good workmanship will be allowed. No electric or temporary fences will be allowed. From the front building setback line to the rear of the lot and along the rear of the lot may be chain link or ranch type fencing when approved by the Architectural Review Committee.

(b) FENCING ALONG FRONT LOT LINES WILL BE CONSTRUCTED IN SUCH A MANNER SO AS NOT TO ENCLOSE THE WATER METER BOXES. Fencing at the location of the water meter boxes must be set back a minimum of one foot behind the water meter box and set back a minimum of two feet on each side of the water meter box. If the location of the box includes a double meter, the fence must be set back a minimum of one foot behind the double meter box, and four feet on each side of the boxes.

10. No animals except horses will be permitted on any lot in such subdivision other than those that are normally found in a suburban subdivision for private residential use and pleasure, with it being specifically understood that no hogs will be permitted on any part of such subdivision and that no commercial livestock, animal or fowl feeding, breeding or raising or sales operation or feed lot will be permitted on any part of said subdivision. Dogs maintained outside of 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

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of the original on file and of record in
my office. ATTESTED 7-9-01
DARLENE HERRIN
COUNTY CLERK
KENDALL COUNTY, TEXAS
BY: Deputy

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 as provided in Paragraph (b) herein, and if each resulting separate tract is at least 2.00 acre in area (or, if the resulting separate tract is less than 2.00 acre in area, it may be approved if, when incorporated into the immediately adjoining tract owned by the same person, the resulting combined area totals more than 2.00 acre in area), save and except lots 62, 63, 64 and 116, where each resulting separate tract must be at least 5.00 acres in area, and is otherwise in full compliance with and conformity to all provisions hereof, including particularly but not limited to, the building setback requirements of paragraphs 4 and 8.

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

14. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants to property of the owner situated within such easement. Wherever utility easements are shown and the owner constructs a fence over said easement, the owner shall construct a gate over said easement to allow access by the utility companies, or other authorized entity using said easements.

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. 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 septic tank or 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. The draining of septic tanks into road ditches is prohibited.

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. If composition shingles are used as roofing material, a 300 pound minimum will be required of all asphalt shingles, and a 280 pound minimum will be required of all fiber glass

20. All driveways must be paved with asphalt or concrete for the first 100 feet of the driveway or to the garage apron (where the house is constructed closer than 100 feet to lot line fronting the road) extending from the main road running in front of the lot, or from the side street in the case of a corner lot.

21. IT IS PROHIBITED FOR ANY LOT OWNER TO MOVE INTO A DWELLING UNIT BEFORE THE DWELLING UNIT IS COMPLETED. THE ARCHITECTURAL REVIEW COMMITTEE SHALL DECIDE IF A DWELLING UNIT HAS BEEN COMPLETED, SHOULD ANY QUESTION ABOUT COMPLETION ARISE.

B. ARCHITECTURAL REVIEW COMMITTEE

PRIOR TO THE CONSTRUCTION OF ANY SINGLE FAMILY DWELLING UNIT, DETACHED GARAGE, GUEST HOUSE, SHED, BARN, FENCE OR 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 FOR THE MAIN DWELLING UNIT 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 OR AFTER 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 1979 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 Fairco, Inc. After July 1, 1983, the same rules described herein under Paragraph C which apply to the selection of new members of the Restriction Committee 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 Fairco, Inc.

The Restriction Committee retains the right in furtherance of a uniform plan for the development of Fair Oaks Ranch Kendall County Unit 2, Kendall 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 aforerecited restric-

tive 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, 1984, the undersigned will appoint five 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 Kendall County, Texas, and such Restriction Committee for such subdivision shall serve 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 Kendall County, Texas. Notwithstanding the foregoing, however, it is expressly understood that any time after July 1, 1984, 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 Kendall 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 Kendall 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 by Fairco, Inc., 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

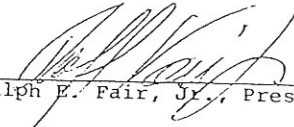
inure to the benefit of and be enforceable by the Restriction Committee or the owner of any lots subject to the restrictions in this declaration, and their respective legal representatives, heirs, successors and assigns. It is further expressly understood that the undersigned, the Restrictions Committee, 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 for a term of thirty years from the date this declaration is recorded, 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 expiration of said thirty year period or of any current extended period, and filed for record in the Deed Records of Kendall County, Texas, it is agreed that these restrictive covenants and use limitations shall terminate as to said subdivision at the end of such thirty year period 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 2 day of October, 1979.

FAIRCO, INC.

By: 
Ralph E. Fair, Jr., President