

## TO THE PUBLIC

**AMENDMENT OF RESTRICTIONS**  
**FAIR OAKS RANCH, KENDALL COUNTY UNIT 3**

The Restrictions Committee/Architectural Review Committee for Fair Oaks Ranch, Kendall County Unit 3 ("Committee" herein), organized pursuant to Public Restrictions filed in Kendall County at Volume 144 pages 914 et seq. ("Restrictions" herein) applicable to the property described therein (see property described in Volume 1, Page 187 of the Kendall County Plat Records as amended in Volume 228, Page 70, "Subdivision" or "Unit K-3" 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 units as a high class residential area, and pursuant to Paragraph C and E of such Restrictions do hereby adopt the following amendment to the Restrictions:

1. In the event of any dispute involving the Committee's exercise of discretion, the Committee's exercise of such discretion and authority will be considered to be presumptively reasonable and shall control unless, after an unsuccessful mediation of such dispute, such exercise of discretion and authority by the Committee is successfully judicially challenged by clear and convincing proof that such exercise of discretion by the Committee was arbitrary, capricious, or discriminatory. To assist in attracting volunteer candidates to serve on this Committee, under no circumstances shall an owner or occupier of a lot encumbered by these Restrictions as amended sue one or more individual members of the Committee (or any former members of the Committee) for any monetary damages in connection with their service or participation on the Committee, or alleged lack of sufficient participation on the Committee.
2. The Restrictions generally are clarified and amended to reflect that the Restrictions Committee and the Architectural Review Committee referenced in the original Restrictions shall be considered 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 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.
3. Submission of plans and specifications of improvements for approval as required in these Restrictions as amended shall be submitted to the Restriction Committee/Architectural Review Committee for Unit K-3 by delivery to such Committee c/o Fair Oaks Ranch Homeowners Association at 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas 78015 (or wherever located if such address hereafter changes) with the fee as required in these Restrictions, if any, or by the By-Laws of Fair Oaks Ranch Homeowners' Association, Inc.
4. The composition of the Committee, or the filling of a vacancy on the Committee need not be filed with the Kendall County Deed Records. Information relating to the composition of the Committee is available through the Fair Oaks Ranch Homeowners Association, Inc. To the extent Paragraph C or any other provision of the original Restrictions provided otherwise, such provisions are hereby superceded by this amendment to the extent it is inconsistent with this amendment.

**A. COVENANTS AND RESTRICTIONS**

1. No change.
2. No change.
3. The time period for completion of exterior construction becomes 12 months. The time period for extensions for granted by the Committee is changed to 30 days.
4. Paragraph 4, first sentence is amended read: All main dwelling units, detached garages, storage buildings, guest houses, swimming pools, and outbuildings constructed in such subdivision shall be set back 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. A new sentence is added to read: Notwithstanding the above, no improvement shall be placed forward of the main dwelling.

5. The following is changed in the Restrictions, Paragraph 5 to read: Prior to the construction, erection, or placement of any single family dwelling unit, detached garage, guest home, shed, barn, other outbuildings, pool, fencing, or gating, plans and specifications therefore, including a plot plan showing the proposed location of such proposed improvements, must be submitted to the Restrictions Committee/Architectural Review Committee (sometimes "Committee" herein) of Unit K-3 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 location, height, and exterior design of any proposed dwelling unit or outbuilding and the location, height, , and type of fencing and gates, and location of pool so as not to be violative of any side set back lines regarding improvement and not to be placed in the front of the foundation of the home. All dwelling, fencing, storage buildings, pools, and outbuildings and other improvements of any kind hereafter constructed in this subdivision shall be constructed in a good and workmanlike manner with the use of new or quality materials and will be henceforth maintained in such a way as to present a neat and attractive appearance. Notwithstanding the foregoing, however, it is expressly understood that the failure of such 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 (30) days after receipt thereof, shall be deemed for all purposes under provisions hereof as the approval thereof.
6. Paragraph 6. A first sentence is added to the Restrictions to augment Paragraph 6 of the Restrictions. No garage, barn, storage building or temporary building shall be constructed on any lot in the Subdivision prior to the construction of the main dwelling. Paragraph 6, second sentence is amended to include a barn.
7. Paragraph 7, the final sentence is amended to read: It is further understood that one vacation-type, mobile-type mobile home or other recreational vehicle may be parked at or near, but not forward of, a main dwelling unit in such subdivision provided it is not used as living quarters.
8. No change.
9. Paragraph 9(a) is augmented to add the following: Wrought iron is one of the pre-approved fencing materials.
10. Paragraph 10 is augmented to add the following: A horse or other similar large animal will be permitted on tracks of at least two (2) acres. Each additional horse or large animal will require an additional one-half (1/2) acre per animal. No large animal(s) may be placed on a lot that lacks a main dwelling.
11. No change.
12. Paragraph 12 is amended to read: No part or any portion of such subdivision shall be used to store wrecked, junked or wholly inoperable vehicle(s) or 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. No change.
14. No change.
15. Paragraph 15 is augmented to add the following: Garbage containers will be removed from the street within a reasonable time following garbage pickup. When not on the street the night before garbage pickup, garbage containers will be stored so as not to be visible from the street.

16. No change.
17. Paragraph 17, first sentence, is amended to read: No outside toilets, except those required by city ordinance during construction, or privies shall be permitted on any lot.
18. Paragraph 18 is amended to allow for drilling of water wells by a Fair Oaks Ranch utility or its assigns.
19. Paragraph 19, first sentence, is amended to read: No roof with a pitch less than 7"x12" will be permitted unless specifically approved by the Committee.
20. Paragraph 20 is amended to provide the following in place of and in lieu of the prior Paragraph 20 of the Restrictions: All driveways or additional roadways/entrances must be paved with asphalt or concrete.
21. Paragraph 21 is amended to add the following: A Certificate of Occupancy issued by the City of Fair Oaks Ranch will be considered to be the completion date.
22. Paragraph 22 is added to the Restrictions. Outside lighting should be shielded whenever practical so as not to be an annoyance to immediately adjacent homeowners.
23. Paragraph 23 is added to the Restrictions. No flagpole, tower, or antennae or other like device will be erected in the Subdivision that rises to a height of more than 30 feet above ground level over the Lot.

This document seeks to restate the original 1982 Restrictions herein when practical. The original Restrictions are not superceded by this instrument but are amended as stated herein. To the extent, however, any provisions in these Amended Restrictions are inconsistent with any provisions in the original 1982 Restrictions, the provisions in this Amended Restrictions control and shall be given deference over and control 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 Kendall County Real Property Records or its equivalent.

Executed this 18 day of May, 2004.

Restrictions Committee/ Architectural Review  
Committee, Kendall County, Unit 3

By: William J. Hennigan  
William J. Hennigan, Its Chairperson

State of Texas §  
County of Brewer §

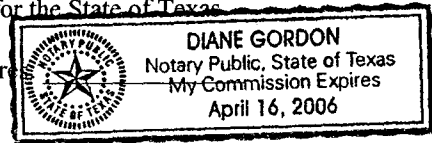
Before me, the undersigned authority on this day personally appeared William J. Hennigan, Chairperson of the Restrictions Committee/Architectural Review Committee for Fair Oaks Ranch, Kendall County Unit 3, personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated after all members of such Committee voted in support of the adoption and filing of these amendments.

Given under my hand and seal of office this 18 day of May, 2004.

Diane Gordon

Notary Public in and for the State of Texas

My Commission Expires



AFTER RECORDING RETURN TO:

FAIR OAKS RANCH HOMEOWNERS ASSN., INC.  
7286 Dietz Elkhorn  
Fair Oaks Ranch, Texas 78015

Filed for Record in:  
Kendall County  
Darlene Herrin  
County Clerk

On: May 21, 2004 at 01:56P

Document Number: 00185214  
Total Fees : 15.00 pd.

Receipt Number - 64829  
By Deputy: Donna Stewart

STATE OF TEXAS  
COUNTY OF KENDALL

I hereby certify that this instrument was filed in File Number Sequence on the date and at the time stamped hereon and was duly recorded in the Official Records of Kendall County, Texas on:



MAY 24 2004  
DARLENE HERRIN, County Clerk  
Kendall County, Texas

By: DM Deputy

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.

TO THE PUBLIC

AMENDMENT OF RESTRICTIONS  
FAIR OAKS RANCH, KENDALL COUNTY UNIT 3

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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 Kendall County Real Property Records or its equivalent.

Executed this 14 day of JANUARY, 2004.

Restrictions Committee/ Architectural Review  
Committee, Kendall County, Unit 3

By: William J. Hennigan  
William J. Hennigan, Its Chairperson

State of Texas           §  
                                  §  
County of \_\_\_\_\_ §

Before me, the undersigned authority on this day personally appeared William J. Hennigan, Chairperson of the Restrictions Committee/Architectural Review Committee for Fair Oaks Ranch, Kendall County Unit 3, 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 such Committee voted in support of the adoption and filing of these amendments.

Given under my hand and seal of office this 14 day of Jan, 2004.

Diane Gordon

Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_



orig was  
Filed for Record in:

AFTER RECORDING RETURN TO:

Peter L. Kilpatrick, Attorney  
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 3

Kendall County  
Darlene Herrin  
County Clerk

On: Jan 14, 2004 at 03:58P

Document Number: 00181067  
Total Fees : 15.00

Receipt Number - 60872  
By Deputy: Paula Pfeiffer

Fair Oaks Ranch Homeowners Assn.  
7206 Dietz Elkhorn  
Fair Oaks Ranch, Texas 78015

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.



STATE OF TEXAS |

47302

COUNTY OF KENDALL |

WHEREAS, the Declaration of Limitations and Restrictions for Fair Oaks Ranch Kendall County Unit 3, as recorded in Volume 144, Page 914-921 of the Deed Records of Kendall County, Texas provides in Paragraph 10 thereof that no tract smaller than three (3) acres in said unit may be used for the maintenance of a horse, and

WHEREAS, there are no lots in said Kendall County Unit 3 smaller than two (2) acres, and the subdivision plan for such Kendall County Unit 3 is similar to the general plan for Kendall County Units K-1 and K-2, which have no such requirement restricting horses, and

WHEREAS, the undersigned as Chairman of the Restrictions Committee for Kendall County Unit 3, pursuant to the provisions of Paragraph C of such restrictions, is of the opinion that it will be for the general benefit of the residents and homeowners of such Subdivision, and in furtherance of a uniform plan for the Subdivision to have restrictions for Fair Oaks Ranch Kendall County Unit 3 to have similar requirements to those in the other Fair Oaks Ranch Kendall County subdivisions;

NOW, THEREFORE, pursuant to the terms of Paragraph C of such Restrictions, the undersigned Restrictions Committee declares that the prohibition in Paragraph 10 of the subdivision restrictions for Fair Oaks Ranch Kendall County Unit 3 prohibiting horses on any tract or combination of tracts being less than three (3) acres is hereby waived and declared to be of no further force and effect.

EXECUTED this 19th day of December, 1983.

RESTRICTIONS COMMITTEE OF FAIR OAKS RANCH KENDALL COUNTY UNIT 3

*Robert J. Weiss, Jr.*  
Chairman, Robert J. Weiss, Jr.,  
President of Ralph E. Fair, Inc.

FILED FOR RECORD  
1983 JUL 27 AM 10 16  
DARLENE HERRIN  
COUNTY CLERK, KENDALL COUNTY  
BY *Sharon Masters*  
Clerk

Corporate Acknowledgment

STATE OF TEXAS |  
COUNTY OF KENDALL |

This instrument was acknowledged before me on the 19<sup>th</sup> day of December, 1983, by Robert J. Weiss, Jr., President of Ralph E. Fair Inc., a Delaware corporation, on behalf of said corporation.

*Betty R. Cook*  
*Betty R. Cook*  
Notary Public, State of Texas  
Notary's name (printed):

STATE OF TEXAS  
COUNTY OF KENDALL

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Records of Kendall County, Texas on:

Notary's commission expires: 9-14-84



*August 2, 1984*  
*Darlene Herrin*  
County Clerk  
Kendall County, Texas  
*Sharon Masters*  
Deputy

RALPH E. FAIR, INC.

TO THE PUBLIC:

RESTRICTIONS

FAIR OAKS RANCH KENDALL COUNTY UNIT 3

STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KENDALL X

THAT WHEREAS, Ralph E. Fair, Inc., is the owner of the land and premises known as Fair Oaks Ranch Kendall County Unit 3, Kendall County, Texas, described according to plat recorded in Volume 1, Page 187, Kendall County Plat Records, comprising 100.098 acres, more or less, and said tract of land and premises being herein referred to as "the subdivision"; and

WHEREAS, Ralph E. Fair, 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 single story main dwelling units constructed on each such lot shall contain at least 1950 square feet of area, exclusive of porches, garages and breezeways. Any single story main dwelling unit containing 1950 to 2150 square feet of area shall have an attached double ("two-car") garage, and any two-story main dwelling unit with attached garage must contain a minimum of 2300 square feet of area.

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

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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.

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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 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. No horse or other similar large animal will be permitted on any tract or combination of tracts being less than three acres.

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

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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 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).

(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, with the exception of water wells drilled by Ralph E. Fair, Inc. or its assigns for the provision of the Fair Oaks Ranch central water system.

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19. No flat roofs will be permitted unless specifically approved by the Architectural Review Committee. No wood shingle roofs will be permitted. 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 shingles.

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 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 Ralph E. Fair, Inc. After July 1, 1986, 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 Ralph E. Fair, Inc.

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The Restriction Committee retains the right in furtherance of a uniform plan for the development of Fair Oaks Ranch Kendall County Unit 3, 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 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, 1986, 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, 1986, 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 Ralph E. Fair, 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

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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

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restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

EXECUTED this 25 day of JANUARY, 1982.

RALPH E. FAIR, INC.

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

STATE OF TEXAS X  
COUNTY OF Brewer X

Before me, the undersigned authority, on this day personally appeared Robert J. Weiss, Jr., the President of Ralph E. Fair, Inc., a Delaware 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 and as the act and deed of said corporation.

Given under my hand and seal of office this the 25 day of JANUARY, 1982.

Richard J. Halter  
Notary Public in and for the  
State of Texas

Notary Public, Kendall County, Texas

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THE STATE OF TEXAS #  
COUNTY OF KENDALL # I, Darlene Herrin, Clerk of the County Court of Kendall County, Texas, hereby certify that the foregoing instrument of writing, with its certificate of authentication was filed for record in my office on the 26th day of January A.D. 1982 at 1:25 o'clock P.M., and duly recorded this 28th day of January A.D. 1982 at 11:30 o'clock A.M., in the Deed Records of said County, in Volume 144, Pages 914 - 921.  
In Testimony Whereof, Witness my hand and seal of the County Court, at Office in Boerne, Texas, the day and year last above written.  
By: Royce Lynn Roe Deputy Clerk, County Court, Kendall County, Texas  
Darlene Herrin  
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