

Amendments to Units K6 & K7 Restrictions:

Restrictions under section I. A. COVENANTS

Paragraph (5) addition:

"All dwellings, fencing, storage buildings, pools, outbuildings and other improvements of any kind constructed in this subdivision shall be maintained in such a way as to present a neat and attractive appearance keeping with the objective of preserving and protecting property values." "Movable, above-ground swimming pools in excess of six feet (6') in diameter are prohibited. All swimming pools in excess of six feet (6') in diameter must be permanently built into the ground. No fiberglass pools shall be permitted. Unless otherwise approved, all pools must be located behind the residence and screened from view as approved by the Architectural Control Committee."

Paragraph (6) addition:

"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 (12) addition:

"Any automobile that is not currently licensed and legally operable on streets and highways or is temporally (30 days or more) inoperable shall be stored in a garage or storage type building."

Replace paragraph (21):

"It is prohibited for any lot owner to move into a dwelling before the dwelling is complete, a Certificate of Occupancy issued by the City of Fair Oaks Ranch will be considered to be the completion date."

Add paragraph (23) to the Restrictions:

(23) "Outside lighting should be shielded whenever practical so as not to be an annoyance to immediately adjacent homeowners."

Add paragraph (24) to the Restrictions:

(24) "Solar panels, wind turbines, chargers, batteries, and other external modifications to the home are considered "improvements" for which the homeowner must submit plans to the Architectural Review Committee for approval in advance of erecting such improvements. Solar panels, wind turbines, batteries, chargers and other energy creating or energy saving devices should not be substantially visible from any street that abuts the property. However, if solar panels or other energy creating or saving devices located onto or external to the dwelling cannot be placed or oriented so as not to be substantially visible from any street that abuts the home, a variance can be sought from the Architectural Control Committee."

Restrictions under section **I.B. ARCHITECTURAL REVIEW COMMITTEE:**

Replace first paragraph:

"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, or improvements external to a pre-existing dwellings, plans and specifications therefore, including a plot plan showing the proposed location of such proposed improvements, must be submitted to the Restrictions Committee c/o the Fair Oaks Ranch Homeowners Association, Inc. for approval along with \$75 payable to the Fairs Oaks Ranch Homeowners Association, Inc. The plans and specifications 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 aforementioned improvements, a plot plan must be submitted which shows all elevations, with the locations of each improvement with reference to the front, side and rear setback lines, and which shows all utility, drainage, and other easements affecting said lot. All dwelling, fencing, storage buildings, 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 in such a way as to present a neat and attractive appearance commensurate with a high-class residential neighborhood."

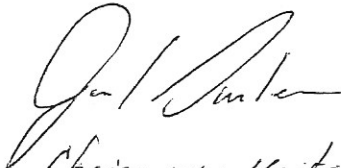
Replace fourth paragraph:

"Architectural Review Committee and Restrictions Committee are interchangeable terms as it is one and the same Committee. Said Committee consists of members who are valid successors of the original Architectural Review Committee members originally nominated by the developer pursuant to the original Restrictions and Covenants. However, the Committee has been consolidated so that said Committee acts as the Architectural Review Committee and Restrictions Committee for Kendall County Units 6 and 7. The number of members serving on said Committee is currently 5 members. At no time shall said Committee consist of less than 3 members. Members of the Restrictions Committee should be owners or occupiers of property within Fair Oaks Ranch Kendall County Unit 6 or Unit 7. 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 or other electronic means) at any Committee meeting or consideration of a matter may make decisions on behalf of the Committee. The composition of the Committee, or the filling of a vacancy on the Committee after the date of these amendments, may be but is not required to be filed with the Kendall County Deed Records in recordable form. Information relating to the members comprising the Restriction Committee / Architectural Review Committee is available through the Fair Oaks Ranch Homeowners Association, Inc."

Restrictions under section **I.C. RESTRICTION COMMITTEE:**

Add a third paragraph:

"In the event of any dispute involving the exercise of discretion by the Restrictions Committee also known as the Architectural Review Committee, the Committee's exercise of such discretion and authority will be considered to be presumptively reasonable and shall control unless, after an unsuccessful mediation of such dispute, such exercise of discretion and authority by the Committee is successfully judicially challenged by clear and convincing proof that such exercise of discretion by the Committee was arbitrary, capricious, or discriminatory. To assist in attracting volunteer candidates to serve on this Committee without remuneration, under no circumstances shall an owner or occupier of a lot encumbered by these Restrictions 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 or appropriate participation on the Committee."


Chairman - Units K6 + K7
4/20/11

State of Texas }

Before me, the undersigned authority on this day personally appeared Joel Burleson, chairperson of the Restrictions Committee/Architectural Review Committee for Fair Oaks Ranch, Kendall County, Units K6 and K7, 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 the requisite number of members of such Committee voted in support of the adoption and filing of the foregoing instrument.

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.

Witness my hand this 20 day of April 2011.

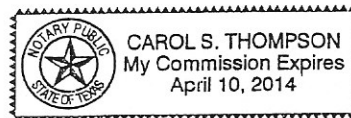
Restrictions Committee/
Architectural Review Committee
Kendall County, Unit K6 & K7

By: [Signature]
Joel Burleson, Chairman

Given under my hand and seal of office this 20 day of April 2011.

[Signature]
Notary Public in and for the
State of Texas
My commission expires: 4-10-2014

After recording return to:
Fair Oaks Ranch Homeowners Assn.
7286 Dietz Elkhorn
Fair Oaks Ranch, Texas 78015



MIDTEX TITLE CO., INC.
We hereby certify that this
is a true and correct copy
of the original document.

RALPH E. FAIR, INC.

86122

TO THE PUBLIC:

RESTRICTIONS

FAIR OAKS RANCH KENDALL COUNTY UNIT 7

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

THAT WHEREAS, Ralph E. Fair, Inc. is the owner of the land and premises known as Fair Oaks Ranch, Kendall County, Unit 7, Kendall County, Texas, described according to plat recorded in Volume 2, Page 188, Plat Records of Kendall County, Texas, comprising 14.405 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 lot shall contain at least 2100 square feet of area, exclusive of porches, garages and breezeways. Any single story main dwelling unit containing 2100 to 2300 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 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 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 the 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.

(c) Construction permits, as required, will be obtained from the appropriate city and county authority.

(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 the 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, 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 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 it is built in conjunction with or after the main dwelling unit to which it 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 as well as receiving antennas known as satellite dishes shall be located so as not to be visible from the street on which the lot where said tank or receiving antenna 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 two acres.

(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, as provided in Paragraph (b) herein.

(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 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.

(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 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. Construction permits must be obtained as required by county regulations prior to any driveway construction over county right of ways.

(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.

(22) NATURAL CAVES AND SINKHOLES OCCUR ON MANY OF THE TRACTS IN FAIR OAKS RANCH, KENDALL COUNTY UNIT 7. EACH PROPERTY OWNER SHOULD PERSONALLY INSPECT THE PROPERTY TO ENSURE HIMSELF OF THE LOCATION OF SUCH CAVES AND/OR SINKHOLES WHICH MAY BE LOCATED ON HIS PARTICULAR LOT.

B. ARCHITECTURAL REVIEW COMMITTEE

PRIOR TO THE CONSTRUCTION OF ANY SINGLE FAMILY DWELLING UNIT, DETACHED GARAGE, GUEST HOUSE, SHED, FENCES, BARN 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, 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 THE REQUIRED INSPECTIONS BEFORE CONSTRUCTION IS STARTED. The plans and specifications 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 laid lot.

The aforesaid fee of \$75.00 may be increased after 1994 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, 1998, 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 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.

The Restriction Committee retains the right in furtherance of a uniform plan for the development of Fair Oaks Ranch, Kendall County, Unit 7, 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, 1998, the undersigned will appoint either the standing Restriction Committee for the adjacent Unit K-6, or the Master Restriction Committee operational in Fair Oaks Ranch 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 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, 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, 1998, 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 three member Restriction 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, except that the elected Committee nor all of the owner's of lots in said Unit K-7 may not elect to permit a business use of said lots or to abandon

the Restrictions before the end of the thirty year term as provided for in Paragraph E, page 8 hereof. 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 or homes by Ralph E. Fair, Inc. or its authorized agent.

D. FAIR OAKS RANCH HOMEOWNERS ASSOCIATION

All lot owners shall become and continue to be members of the Fair Oaks Ranch Homeowners Association and agree to comply with its governing articles, the purposes of which are to provide various services and facilities for the use and benefit of 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 Restriction 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 Restriction 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 Restriction 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 10th day of November, 1992.

RALPH E. FAIR, INC.

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

(Corporate Acknowledgement)

STATE OF TEXAS }
COUNTY OF BEXAR }

This instrument was acknowledged before me, the undersigned authority, on this day by Robert J. Weiss, Jr., President of Ralph E. Fair, Inc., a Delaware corporation, on behalf of said corporation.

Betty R. Cook
Notary Public, State of Texas

