



PI2-20130166340-14

TO THE PUBLIC:

RESTRICTIONS

**RESTATED AND AMENDED RESTRICTIONS FOR  
FAIR OAKS RANCH BEXAR COUNTY  
UNIT L**

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

KNOW ALL MEN BY THESE PRESENTS:

**Book 16278 Page 1215 14pgs**

WHEREAS, in 1982, 1000-Acre Fair Oaks Project Ltd, the original owner of that land known as Bexar County Unit L described according to plat recorded in Volume 9300, Page 231, Bexar County Plat records, comprising of approximately 12.039 acres, "Subdivision" herein, subjected the real estate in the Subdivision to protective covenants, restrictions, reservations and easements ("Restrictions") to run with the land for the benefit of the property comprising the Subdivision and future owners thereof, and

WHEREAS in 1982, 1000-Acre Fair Oaks Project Ltd subjected the Subdivision to such Restrictions as more specifically set forth in Volume 2620, Page 1073-1081 as set forth in the Real Property Records of Bexar County, which provided for the power of the Restrictions Committee to amend the Restrictions in furtherance of developing and maintaining the Subdivision as a high class residential neighborhood, and

WHEREAS in 1983, the Restrictions Committee for 1000-Acre Fair Oaks Project Ltd waived the Restrictions requirement for the use of tile, shake shingle or metal roof for the Subdivision as set forth more particularly in Volume 2812, Pages 1110-1111 recorded in the Real Property Records of Bexar County, and

WHEREAS in 1986, the Fair Oaks Ranch Country Club waived the Restrictions requirement for property owners of fairway lots to pay a fee to the Fair Oaks Ranch Golf & Country Club in lieu of the Country Club dues if said property owners do not choose to become members of the club as set forth more particularly in Volume 3955, Pages 418-419 recorded in the Real Property Records of Bexar County, and

WHEREAS in 1993, Fairco, Inc. and its successor Ralph E. Fair, Inc waived and rescinded the right to repurchase fairway lots that had failed to complete construction of the main dwelling within a five year period of the purchase of the lot, and

WHEREAS in 2003, the Restrictions Committee that descended from the original appointment of the developer amended five (5) of the Restrictions for the Subdivision ("Amendment of Restrictions Fair Oaks Ranch, Bexar County Unit L") in 2003 as set forth more particularly in Volume 10032, Pages 336-339 recorded in the Real Property Records of Bexar County, and

WHEREAS, a single Restrictions Committee/Architectural Review Committee (“Restrictions Committee” herein) descending from the original committee is serving Unit L (“Subdivision”) and

WHEREAS, the Restrictions Committee, having met and duly considered additional amendments to Restrictions for the Subdivision, has determined that rather than setting forth additional amendments and requiring the reader to read multiple documents to discern all of the Restrictions applicable to the Subdivision, the Restrictions Committee for Units L has resolved (pursuant to Paragraph C in the original conditions, covenants and restrictions ) to therefore amend and restate all conditions, covenants, protective covenants, use restrictions, and restrictions (collectively “Restrictions” herein) so that the Restrictions as amended to date may be set forth in this single Restated and Amended Restrictions for Unit L. If a restriction previously encumbering Unit L is omitted herein, the absence of such term means the Restrictions Committee has amended the Restrictions to remove such term or restriction.

NOW THEREFORE, it is hereby declared that all of the real property described above (Unit L, or Subdivision herein) shall be held, sold and conveyed subject to the following Restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property described above in Unit L and shall be and remain binding on all parties having any right, title or interest in real property in the Subdivision or any part thereof, and their heirs, successors and assigns, and which Restrictions shall inure to the benefit of each owner thereof, and in general, will insure the best use and most appropriate development of the Subdivision.

A. COVENANTS AND RESTRICTIONS

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

(a) Single family units:

- (1) 2,100 square feet, single story, two-car garage attached;
- (2) 2,300 square feet, single story, detached garage;

(b) No two story dwelling units, duplexes, or multi-family units will be allowed.

2. (a) Plans for all dwelling units in the Subdivision must be submitted to the Restrictions Committee for approval before construction may begin, in accordance with the provisions contained in Paragraph "B" below.

(b) All dwelling units hereafter constructed in the 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 constructed in the Subdivision, exclusive of porches, garages and breezeways appurtenant thereto, shall be constructed of at least 50% stone or brick, unless expressly approved otherwise by Restrictions Committee, with it being specifically herein provided that no houses or other structures shall be moved onto any lot in the Subdivision, other than commercially constructed childrens' playhouses and storage buildings when approved by the Restrictions Committee.

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

4. All main dwelling units (including overhangs and patios) and other permanent improvements (with the exception of masonry mailboxes, which need not comply with the front set back) constructed in the Subdivision shall be set back at least 25 feet from the front property line of each lot in the Subdivision, and shall be set back at least 8 feet from the side and rear lot lines (both property lines on the street-sides of corner lots shall be considered "front property lines" for the purposes of setbacks). No structures of any type, including, but not limited to, patios, decks, gazebos, swimming pools or fences shall be constructed within 40 feet of the back property line for those lots adjacent to the golf course or fairway lots. All main dwellings and other major improvements on any lot in the Subdivision must face toward the street upon which such lot fronts, subject however to any variance thereto as may be granted in writing by the Restrictions Committee. "Fairway lot," "fairway lots" or "golf course" used herein means any lot which abuts any part of the golf course of the Fair Oaks Ranch Country Club (or whatever other name it may be called in the future), including any of its components. "Fairway lots" has historically meant any lot that abuts any part of the golf course, inclusive of any lot that abuts a green, hazard, T-Box or any other component of the golf course; such meaning was intended by the original developer and has been consistently applied by this Committee throughout the history of the application of these Restrictions before this Amendment.

5. (a) Prior to the construction of any detached garages, storage buildings, fences, guest houses, green houses, gazebos, cabanas, or other out buildings on any lot in such Subdivision, or in ground pool or any permanent improvements therein, or laying of any sport court, concrete pad or concrete-based surface, plans and specifications therefor, including a plot plan showing the proposed location thereof, must be submitted to the Restrictions Committee 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, cabanas, gazebos, green houses, or other out buildings, pools, or other permanent improvements on any lot in such Subdivision without the prior approval of the Restrictions Committee will be conclusively presumed to be in violation of these Restrictions, with it being intended in connection with the provisions hereof

that such Restrictions 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, cabanas, gazebos, 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 Restrictions 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; however, there shall be no deemed or implied approval of any building or improvement that is in violation of the set-back lines or which would otherwise require a variance.

(b) All outbuildings must have a concrete foundation, should substantially compliment the main dwelling, should be no higher than one story, and should have 50% or more of the total wall area consist of rock, brick, or stucco so as to substantially compliment the same material on the main dwelling. Further, roofs of any outbuilding should also compliment the main dwelling in terms of type, style, and color; whether the proposed outbuilding substantially compliments the main dwelling in terms of materials, design, color, and roofing is exclusively within the discretion of the Restrictions Committee.

6. No garage, storage building or temporary building shall be constructed on any lot in such Subdivision as living quarters thereon, except that detached guest houses may be constructed thereon (if approved by the Restrictions Committee) provided it is built in conjunction with or after the main dwelling unit to which it is appurtenant is constructed.

7. No trailer house, motor home, mobile home, tent, boat, farm or lawn tractor, recreational vehicle, travel trailer, boat trailer, storage trailer, trailer of any type, truck larger than a one ton pick-up, or wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or maintained on a lot in the Subdivision for more than 24 hours, unless maintained in an enclosed structure or screened area (approved by the Restrictions Committee) which prevents view thereof from adjacent lots and streets that are within the Subdivision. Further, no trailer house, motor home, mobile home, tent, boat, farm or lawn tractor, recreational vehicle, travel trailer, boat trailer, storage trailer, trailer of any type, truck larger than a one ton pick-up, or wrecked, junked, or wholly inoperable vehicle shall be parked on the street except for isolated occurrences of no more than a 24 hours. No trailer house, mobile home, or recreational vehicle may be used as living quarters at any time on a Lot, even if screened or blocked from view; provided, however, that if a lot owner in the Subdivision has guests that arrive by trailer house or recreational vehicle such guests may use same as living quarters on the Lot or the street immediately in front of such Lot if only on rare and isolated occasions, and in a manner that does not block traffic or materially interfere with a neighbor's use of their own property, and under no circumstances for more than 24 hours on each such occasion. If there is a material violation of the foregoing, the Restrictions Committee may but is not required to have a commercial towing service remove the offending vehicle from the lot owner's property or from the street abutting the lot owner's property at the lot owner's expense; a Restrictions Committee member will first endeavor to call or leave a message with the lot owner for at least two full business days before

the Committee will act on authorizing a commercial service to remove any offending boat, tractor, inoperable car, RV, motor home, or other vehicle violative of this section.

8. Any fuel oil, propane or butane tanks shall be located so as not to be visible from the fairways ("fairways" as used herein means any part of the golf course) or from the street on which the lot where said tank is located faces.

9. No fences shall be constructed within the 40 foot setback line of the back lot line of any lot adjacent to any part of the golf course. All fencing shall be constructed of wood, stone or brick, unless otherwise approved by the Restrictions Committee. Only fences constructed of quality materials and good workmanship will be allowed. All fences on a lot must be consistent in materials and height, with height not to exceed 6 feet. ALL FENCES MUST BE APPROVED BY THE RESTRICTIONS COMMITTEE PRIOR TO CONSTRUCTION, BOTH AS TO QUALITY OF MATERIALS AND AS TO CONSTRUCTION, AS WELL AS THE LOCATION THEREOF. As to fences that are proposed in the rear of one's lot in the vicinity of golf course, only "open" design fencing will be considered so as to promote the open view of the golf course and the views from the golf course of the homes in the Subdivision. No wire or chain link fencing will be allowed. Fencing materials approved will be consistent with the standards of a high-class residential neighborhood and the protection, preservation, and enhancement of property values in the Subdivision. Brick, stone, or stucco fence foundations will be considered as long as the height of the foundation does not exceed 18 inches above the ground. All fences that are erected after approval by the Restrictions Committee must be properly maintained and kept painted and in good repair by the property owner.

10. No animals will be permitted on any lot in the Subdivision except household pets, with it being specifically understood that no livestock of any type will be permitted on any part of said subdivision. Dogs maintained outside of a residence must be on a leash or within a fence approved by the Restrictions Committee.

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

12. No part or a portion of the Subdivision shall be used as a junk yard or as an area for the accumulation of scrap or used materials. No part of the Subdivision shall be used for any purpose that is obnoxious or offensive to the owners of other lots in the Subdivision, nor shall any activity be allowed in the Subdivision that becomes a nuisance to the owners of other lots in the Subdivision.

13. (a) Resubdivision, partition, partial conveyance, or ownership in divided or separate interests of any tract shall be permissible and lawful only if approved in writing by the Restriction Committee, sewer company and water company, as provided in Paragraph (b) herein, and is otherwise in full compliance with and conformity to all provisions hereof, including particularly but not limited to, the building setback requirements of paragraph 4.

(b) Plans for such resubdivision as described in Paragraph 13(a) must be submitted to the Restriction Committee, the sewer company and the water company, for approval

prior to resubdivision, partition or partial conveyance. Failure to submit plans for resubdivision for approval will render such resubdivision, partition, partial conveyance or ownership in divided or separate interests void and without effect.

14. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats as to each Unit that comprises the Subdivision. Wherever utility easements are shown and the owner constructs a fence over said easement, the owner shall construct a gate over said easement to allow access by the authorized entity using said easements. All Utilities shall be placed underground. Poles, overhead lines, over-ground pipes or conduits are prohibited.

15. No garbage or other waste shall be kept except in sanitary containers, and shall not be visible from the street or golf course except on trash pick-up days scheduled by the sanitary or trash removal service. Sanitary containers cannot be placed on the street any sooner than the evening before the regular trash pick-up days, and shall be returned to their regular storage locations (not visible from the street or golf course) by the evening of the same day as the trash is picked up by the regularly scheduled trash removal service.

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

17. (a) No outside toilets or privies shall be permitted on any lot with the exception of temporary commercial chemical toilets used during construction or improvements.. All permanent toilet facilities, kitchen sinks, washing machines, bathroom drains, etc., shall be connected to a sewage collection line meeting the approval of all county and state health authorities and complying with all regulations and shall be operated and maintained in such a manner as to not be obnoxious, offensive or to endanger the health or welfare of the occupants of the building site on which it may be located or any surrounding property.

(b) Water softeners will not be permitted to be back-flushed into sewer lines.

(c) All dwellings containing connections to the central sewer system must have a grease trap constructed between the dwelling unit and the central sewer system hookup.

(d) Homeowners who have private swimming pools are required to coordinate with the sanitation plant management prior to draining the pool into the central sewer system.

18. The drilling of water wells on any lot in the Subdivision is prohibited.

19. No flat roofs will be permitted unless specifically approved by the Restrictions Committee. Exterior color schemes of roofs on lots adjacent to the golf course must be approved by the Restrictions Committee. Wood shingle roofs will not be allowed.

20. All driveways must be paved with concrete.

21. Any exterior lighting and particularly with reference to security or trouble lights such as those normally installed or purchased by individuals, should be installed in such a manner as not to create a horizontal exposure but rather to be shielded in order to cast light upwards or downwards in a manner so as not to create problems for owners of neighboring lots or the Subdivision generally.

22. Ham radio system antennas or other similar high towers or antennas on fairway lots are prohibited unless such prohibition is barred by law.

23. All property owners are required to maintain their lots, whether vacant or occupied, so as to not become overrun with tall grass, heavy brush, rubbish or trash. If, in the opinion of the Restrictions Committee, any property owners' lot becomes so overrun with tall grass, brush, rubbish or trash so as to cause a nuisance in the subdivision, the Restrictions Committee or Fair Oaks Ranch Homeowners Association, Inc. (FORHA) is authorized to mow or clean up said lot at the expense of the property owner. If such fees incurred or advanced by or on behalf of the Committee or FORHA is not paid and reimbursed to the Committee or FORHA within 60 days from the date of said cleanup or Committee or FORHA-directed mow, the expense of the cleanup will become a lien on the property in favor of the Restrictions Committee or Fair Oaks Ranch Homeowners Association until paid, with 10% per interest thereon.

24. All property owners with main dwellings in the Subdivision are required to construct a small fence out of rock, brick, wood, or similar material around the electrical transformers located on the front of each lot, or to maintain a mature year-round vegetative screening so that the transformer is not visible from the street in front of the lot, and so as to maintain an attractive appearance of the Subdivision.

25. All swimming pools and related fencing must be approved by the Restrictions Committee prior to commencement of construction. Only "in ground" type swimming pools are allowed. Temporary above-ground pools, and children's plastic or blow-up swimming pools shall only be allowed for no longer than 30 contiguous days at a time and only between the months of April and September, with no need to obtain prior approval from the Restrictions Committee. All pool locations must meet all setback requirements. As with all other improvements, swimming pools and required fencing must comply with the ordinances of the City of Fair Oaks Ranch, Texas and any applicable state statutes concerning same.

26. Plans for solar panels, rainwater catchment systems, and all similar renewable energy and resource conservation outdoor systems must receive approval from the Restrictions Committee before installation or construction of same on any lot in the Subdivision. The Restrictions Committee reserves and maintains all discretion as to such systems allowed to it under Chapter 202.007-202.018 of the Texas Property Code. Homeowners are encouraged to blend solar panels with existing rooflines, home colors and building materials as much as possible. Rainwater catchment systems shall either be located below ground, be blended with landscaping, be placed behind an approved fence or be incorporated into the home/fence construction to the extent practical so as to blend into the neighborhood and not be plainly visible from adjacent lots, streets, or neighboring properties. Wind turbines are prohibited.

27. All greenhouses shall be placed on a level, prepared foundation and consist of high quality materials in keeping with matching the existing home and preserving/protecting property values. Construction materials shall include rigid panels (glass or Plexiglas) and a high quality metal or wood frame with a minimum five-year manufacturers' warranty. Prior to the construction of any greenhouse the specific greenhouse plans and specifications, along with a plot plan showing the proposed location, must be approved by the Restriction Committee. Greenhouse locations shall be behind the front house line, meet all setbacks, and utilize the backyard to the greatest extent possible. Due to the many and varied types of greenhouses, the Restrictions Committee, in furtherance of a uniform plan for the subdivision, shall be vested with the authority to control the type of construction and location of greenhouses.

28. Each lot owner shall maintain all dwellings, structures, improvements, outbuildings and fences in good repair. Fences shall also be maintained in their original alignment. Damaged, loose, missing, or unsightly sections of any fences or structures shall be replaced. If in the upkeep and maintenance of one's lot a property owner contemplates a material color or design change, such changes for previously-approved improvements or outbuildings shall be submitted to the Restrictions Committee for approval prior to such material color change or design is implemented.

#### B. PLANS TO BE SUBMITTED TO RESTRICTIONS COMMITTEE

1. PRIOR TO THE CONSTRUCTION OF ANY SINGLE FAMILY DWELLING UNIT, DETACHED GARAGE, GUEST HOUSE, FENCE, STORAGE BUILDING, BARN, GREEN HOUSE, POOL, SPORT COURT, FOUNDATION, OR OTHER BUILDING OR MATERIAL NON-TEMPORARY IMPROVEMENT IN THE SUBDIVISION, A COMPLETE SET OF PLANS AND SPECIFICATIONS MUST BE SUBMITTED FOR REVIEW AND APPROVAL TO THE RESTRICTIONS COMMITTEE by delivering same to the Restrictions Committee c/o Fair Oaks Ranch Homeowners Association at 7286 Dietz Elkhorn, San Antonio, Texas, 78015 (or wherever located if such address of FORHA hereafter changes). Along with the submission of such plans and specifications, a fee of \$75 must also be submitted by or on behalf of the lot owner payable to Fair Oaks Ranch Homeowners Association, which shall be received by FORHA to help cover administrative and overhead fees of FORHA acting as a liaison for the Restrictions Committee. As it relates to main dwellings, 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 improvements, a plot plan must be submitted which shows all elevations, with the locations of each building or improvement with reference to front, side and rear setback lines, and which shows all utility, drainage, and other easements affecting side lot.

2. The aforesaid fee of \$75.00 that should accompany the proposed building or improvement may be increased at the discretion of the Restrictions Committee to the extent necessary to cover the expenses of the Committee in making any extraordinary review of plans and specifications and inspections pertaining thereto.

3. Failure to receive a response from the Restrictions Committee within thirty (30) days from the date of submission, if it was properly submitted to the Committee via FORHA as



set forth above, shall constitute approval of said plans and specifications. However, notification of denial of any plans and specifications submitted to the Committee via delivery to FORHA may be made to the property owner or his, her, or its agent orally by the Committee without any requirement that receipt of such notification be in writing. When practical the Restrictions Committee will seek to notify an applying property owner in writing if any such plans or specifications are denied.

4. Any lot owner seeking a variance from the Restrictions has the burden of pointing out in writing the variances sought from the Restrictions Committee in the plans and specifications. No variance of the Restrictions shall be deemed approved by silence or failure of the Restrictions Committee to respond to plans and specifications submitted to the Restrictions Committee within 30 days or any other time period; variances can only be approved expressly in writing by the Restrictions Committee, and in recordable form for filing with the Bexar County deed records. A variance as to a lot is not effective unless expressly provided by the Committee in writing and the lot owner records same in the Bexar County deed records.

### C. RESTRICTIONS COMMITTEE

1. 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. All members of the committee shall be Unit L homeowners with no more than one committee member per household. A quorum of at least 3 members is necessary to conduct Committee business. A majority of Committee members comprising the Committee; may make decisions on behalf of the Committee.

2. The current membership of the Restrictions Committee is kept on file at FORHA. There shall be no requirement to keep the current composition of the Committee's members identified by filings with the real property records of Bexar County. The original Restrictions Committee consisted of nominees of the original developer. Subsequent Restrictions Committee members served as set forth in the prior restrictions. Any dispute as to who is on the Committee shall be deferred to Fair Oaks Ranch Homeowners Association, Inc. to which each property owner in the Subdivision is a mandatory member.

3. All architecture, plans and buildings in the Subdivision shall comply with all applicable laws and building codes as well as with the Restrictions herein, and any variances therefrom shall be subject to the express approval of the Restriction Committee only if the applicant seeking a variance clearly demonstrates a compelling need for a variance based on the peculiarities of the topography, shape, elevations, or other peculiarities of the lot or situation. The Committee shall have no liability whatsoever to the applicant for failing to approve any requested variance.

4. In the event of any dispute involving the Restrictions Committee's exercise of discretion, the Committee's exercise of such discretion and authority will be considered to be presumptively reasonable and shall control. The Committee has absolute discretion to deny any requested variance, which shall not be reviewable. If another lot owner in the Subdivision should otherwise challenge the Committee's exercise of discretion such lot owner shall first seek

mediation of any such dispute in good faith with the lot owner whose use of property is at issue, and only after an unsuccessful mediation of such dispute, such exercise of the discretion and authority by the Committee may be judicially challenged. If a lot owner in the Subdivision challenges the exercise of any discretion or authority by the Committee, such lot owner must adhere to a standard of judicially challenging such discretion or authority of the Committee by clear and convincing proof that such exercise of discretion by the Committee was arbitrary, capricious, or discriminatory.

5. 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 sue the Committee or one or more individual members of the Committee (or any former members of the Committee) for any alleged monetary damages in connection with the Committee's actions or any individual member's service or participation on the Committee, or alleged lack of sufficient participation on the Restrictions Committee. Any relief sought against the Committee shall be limited to injunctive relief only.

6. If any lot owner seeking approval of the Restrictions Committee is also a member of the Restrictions Committee, that person must abstain from voting in connection with whether to approve the building, fence, or improvement.

7. The Restriction Committee continues to retain the right, in furtherance of a uniform plan for the development of Unit L a high-class residential Subdivision, but subject to the limitations hereinafter recited, to execute amendments to, including granting variances from and on, the aforementioned restrictive covenants and use limitations in such Subdivision, provided the Committee, in the exercise of its 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.

8. The Restriction Committee is and shall be vested with all of the powers, prerogatives and discretions herein conferred upon the original Restriction Committee and Architectural Control Committee. "Committee" or "Restrictions Committee" herein shall refer to one Committee.

9. Any vacancies in such Restriction Committee caused 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 or her from the Restrictions Committee, will be filled by the remaining members of such Committee who shall promptly inform FORHA of any change. Notwithstanding the foregoing, owners of lots in the Subdivision may petition FORHA to administer an election of the Restrictions Committee at any time, and if in the discretion of FORHA it appears the resources of FORHA should be utilized to administer an election, FORHA may administer an election to fill any vacant seats on the Committee, or to have any sitting member stand for election. In the case of any such election hereafter administered by FORHA, lot owners (with any husband and wife being considered as one owner) will have an opportunity to 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 as amended.

10. Any variances from the Restrictions, and any amendments of these Restrictions, may only be made by appropriate written instrument filed in the Deed Records of Bexar County, Texas. In connection with the foregoing, however, it is accordingly here provided that the Restriction Committee shall have no power or authority to even consider granting variances from or amendments to such limitations and restrictions which would permit the use of any lot in such subdivision for commercial purposes to which the public is invited.

11. Submission of plans and specifications of improvements for approval as required in these Restrictions shall be submitted to the Restriction Committee for Unit L 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. Leaving any plans and specifications in the mailbox of any member of the Committee is not sufficient delivery to the Committee. The only appropriate delivery of any plans and specifications to the Committee sufficient to commence the 30-day review period set forth above must be to the Committee via FORHA as set forth above.

#### D. FAIR OAKS RANCH HOMEOWNERS ASSOCIATION

1. All lot owners shall become and continue to be members of the Fair Oaks Ranch Homeowners Association (FORHA) and any new lot owners shall become members of FORHA and all lot owners shall comply with the governing articles and bylaws of FORHA, the purposes of which are to provide various services and facilities for the use and benefit of the property owners, including Unit L. All lot owners are mandatory members of FORHA and agree to or shall 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, and is subject to the mandatory assessments to be charged to each lot in the Subdivision for which such charge shall be a lien on any lot whose owner fails to timely pay same to FORHA, and for which FORHA may seek foreclosure to pay unpaid assessments and attorney's fees incident thereto as allowed by law.

2. The amount of the assessment to each lot owner in the Subdivision may be increased by FORHA, but in no event will be higher than that annual amount charged to any other mandatory member of FORHA in any other Unit.

3. FORHA is a non-profit homeowners organization. It does not have the duty to enforce these Restrictions. The Restrictions Committee is not appointed by FORHA. FORHA is not a body to whom a homeowner may appeal any decision of the Restrictions Committee. No plans for improvements by a lot owner is approved or rejected by FORHA. FORHA's role is advisory only. FORHA is not responsible to guide or steer the Committee toward a particular decision as to any submission or other matter involving the Committee. While FORHA may maintain an advisory committee and may provide input if requested by the Restrictions Committee, under no circumstances may FORHA to be sued by any lot owner in the Subdivision asserting FORHA is responsible for the decisions of the Restrictions Committee.

E. DURATION, AND AMENDMENT AND ENFORCEMENT

1. The covenants, conditions and restrictions of this declaration (“Restrictions”) 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. 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.

2. The Restrictions Committee and its individual members shall have no obligation to bear any expense to enforce the Restrictions.

3. Any lot owner or occupant of any lot in the Subdivision who has violated these Restrictions or as hereafter amended will be responsible to the Restrictions Committee for all expenses, attorney’s fees and court costs incurred by or on its behalf in connection with any enforcement of these Restrictions. Neither the Committee nor its individual members shall be responsible under any circumstances for attorney’s fees and costs incurred by a property owner challenging or resisting enforcement of these Restrictions.

4. The covenants, conditions and restrictions herein shall be effective until September 1, 2018, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten years, unless by a vote of three-fourths of the owners of lots in such Subdivision, with each lot in such Subdivision having one vote, taken prior to September 1, 2018, or of any current extended period, and filed for record in the Deed Records of Bexar County, Texas. It is agreed that these restrictive covenants and use limitations shall terminate as to said Subdivision on September 1, 2018 or current extended period.

5. 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.

6. These Restrictions shall be construed liberally with respect to their enforcement and no alleged ambiguities will be resolved against the Restrictive Committee or property owner in the Subdivision seeking enforcement of any Restrictions.

EXECUTED this 29 day of July, 2013.

Restrictions Committee for Fair Oaks  
Bexar County, Unit L

By: *Phylis Monical*  
Phylis Monical Its Chairperson

State of Texas       §  
                                  §  
County of Bexar     §

Before me, the undersigned authority on this day personally appeared Phylis Monical Chairperson of the Restrictions Committee for Fair Oaks Ranch, Bexar County Unit L (“Restrictions Committee”), personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the Restrictions Committee has unanimously adopted and approved these Restated and Amended Restrictions, which vote was taken after mailing a draft of these restated and amended restrictions to all or substantially all of the lot owners in the Subdivision seeking input and comment from the residents of the Subdivision before the vote to approve these amended and restated restrictions was formally taken up by the Committee, and therefore he has executed the same for the purposes therein expressed and in the capacity as Chairman of the Restrictions Committee and directs the filing hereof with the Bexar County Real Property Records.

Given under my hand and seal of office this 29<sup>th</sup> day of July, 2013.

*Carol S. Thompson*  
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

**Fair Oaks Ranch HOA**  
**7286 Dietz Elkhorn**  
**Fair Oaks Ranch, TX 78015**