

**RESTATED AND AMENDED RESTRICTIONS
Fair Oaks Ranch, Bexar County, Texas, Unit M
TO THE PUBLIC:**

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

The Restrictions Committee for Fair Oaks Ranch, Bexar County Unit M (“Committee”), organized pursuant to Public Restrictions filed by the original declarant as recorded in Volume 3097, Pages 1080 - 1085 in Bexar County, Texas deed real property records (“Restrictions” herein), having met and duly considered amending 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 the original Restrictions relating to the amendment of such Restrictions applying to that the land described as follows (approximately 8.05 acres as set forth in that plat recorded in Volume 9504, Page 199, Bexar County records, referred to herein sometimes as the Subdivision), and

WHEREAS, the original of the Restrictions at Paragraph C provides for the Restriction Committee to execute amendments, including granting variances from, the Restrictions identified above, and the original Restrictions were previously amended,

NOW THEREFORE, the Restriction Committee hereby executes, adopts, and direct the filing of these restrictions as restated and amended restrictions and covenants, which are meant to restate and amend the original Restrictions of May, 1984 as previously amended to date, such that any property owner in the Subdivision and any other interested party need not read the original and prior amendments, but may rely on this filing to have a complete understanding of the Restrictions as amended to date that encumber all property in the Subdivision.

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:

COVENANTS AND RESTRICTIONS

1. Each of the lots in such subdivision shall hereafter be used only for the construction of the following: Detached zero lot line garden-patio homes, unless otherwise approved in writing by the Restrictions Committee. It being intended that no commercial use of any such lots shall be permitted and, specifically, that no sign shall be placed on any such lot indicating a commercial use thereof, and that such main dwelling units constructed on each such lot shall contain at least 1800 square feet of main dwelling living area, exclusive of porches, garages and breezeways.

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."

2(b) All dwelling units constructed and 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 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 ("Committee") and with it being specifically herein provided that no houses or other structures shall be moved onto any lot in such subdivision, other than commercially constructed children's playhouses and storage buildings when approved by Architectural Review Committee. Concrete tile or cinder block is not considered to be stone or brick.

2(c) Roofing. Roofing shall be either slate, tile, metal with standing seams, or composition or fiberglass architectural dimensional shingles, provided that any composition or fiberglass roofing shall be of such a quality commensurate with a minimum 30-year manufacturer's warranty. No barrel tile or wood shake roofs allowed. Roofing material shall be of similar color to majority of existing roofs in the subdivision and must be approved, as with all other improvements, by the Restriction Committee prior to the commencement of construction or installation of any roof or other improvements.

2(d) Maintenance. Each lot owner shall maintain all existing dwellings, structures, improvements, outbuildings and fences in good condition and repair including brick mailbox structures. Fences shall also be maintained in their original alignment. Damaged, loose, missing, or unsightly sections of any fences or structures should be promptly repaired, which will not require Restriction Committee approval so long as it is restored in accordance with the original fence or structure that was previously approved by the Restriction Committee. If, in the upkeep and

maintenance of one's improvements, a property owner contemplates a material, color or design change, such changes from previously-approved improvements or outbuildings shall be submitted to the Restriction Committee for approval prior to any material color change or design is implemented.

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 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 20 feet from the street curb line of each lot in such subdivision. No structures of any type, including, but not limited to, patios, decks, gazebos, swimming pools or fences shall be constructed within 40 feet of the back property line for all lots adjacent to the fairways of the golf course. All such improvements on any lot in such subdivision must face on the street upon which such lot fronts, subject however to any variances thereto as may be granted in writing by the Architectural Review Committee thereafter provided for.

5. That prior to the construction of any detached garages, storage buildings, fences, guest houses or other out buildings on any lot in such subdivision, plans and specifications therefor, including a plot plan showing the proposed location thereof, must be submitted to the Architectural Review Committee hereinafter provided for, and the approval thereof procured from such committee prior to the commencement of construction thereon, and in connection therewith it is accordingly understood that the construction of any such barns, detached garages, guest houses, sheds or other out building 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 thereon shall be deemed for all purposes under the provisions hereon as the approval thereof.

6. No trailer house, mobile home, motor home, camper, boat, trailer or other type of recreational vehicle will be permitted in the subdivision unless housed in an enclosed garage, or for a period not to exceed 24 hours for loading and unloading.

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

No fences shall be constructed within the 40 foot setback line of the back lot line of all fairway lots.

8. All fencing shall be constructed of wood, stone or brick, unless otherwise approved by the Architectural Review Committee. Only fences constructed of quality materials and good workmanship will be allowed. All fences, as with all other improvements, must be approved by the by the Restrictions Committee prior to construction, both as to quality of the materials, aesthetics to the Subdivision, and the location thereof.

9. No animals will be permitted on any lot in such subdivision except household pets, with it being specifically understood that no livestock of any type will be permitted on any part of said subdivision. Any pet allowed outside of its owners' residence must be on a leash. Otherwise any pets must remain in the habitation or maintained behind a fence in a manner that does not offend neighbors.

10. When a "zero-lot line" structure is constructed on any lot in the subdivision, the lot adjoining said zero lot line structure is subject to a maximum 2-foot roof overhang easement from the zero lot line structure. The adjacent lot is subject to a total easement of 3 foot along the zero lot line sides of which the 2 feet overhang is a part, for the purpose of maintenance and repair of the adjacent residence that is built on the zero lot line.

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) Re-subdivision, 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.

13 (b) Plans for such re-subdivision as described in Paragraph 13 (a) must be submitted to the Restriction Committee, the sewer company and the water company, for approval prior to re-subdivision, partition or partial conveyance. Failure to submit plans for re-subdivision for approval will render such re-subdivision, 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 servant 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. ALL UTILITIES SHALL BE PLACED UNDERGROUND: NO POLES, OVERHEAD LINES, OVER-GROUND PIPES OR CONDUITS ARE ALLOWED.

15. No garbage or other waste shall be kept except in sanitary containers. If possible, sanitary containers should not be placed on the street any sooner than the evening before the regular trash pick-up day, and if possible returned to their regular storage locations by the evening of the same day as the contents are picked up by the regularly scheduled trash removal services(s). All garbage or other waste containers must be stored in a garage, or, if outdoors, to the maximum extent possible, hidden from view from the street or the golf course fairways.

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

17. (a) No permanent outside toilets or privies shall be permitted on any lot. All toilet facilities, kitchen sinks, washing machines, bathroom drains, etc., shall be connected to the central sewage system provided Fair Oaks Ranch Utilities, currently owned by the city of Fair Oaks Ranch.

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

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

19. All driveways must be paved with concrete.

20. Any exterior lighting and particularly with reference to security or trouble lights such as those normally installed by the utility company or purchased by individuals, should be

installed in such a manner as not to create a horizontal exposure but rather to be shielded in order to cast light upwards or downwards in a manner not to create problems for neighboring lots or the neighborhood generally.

21. Ham radio system antennas or other similar high towers or antennas are prohibited. Television aerials must be located in the attic or connected to a master television antenna unless otherwise approved in writing by the Restrictions Committee.

22. All purchasers of fairway lots are required to complete the construction of a main dwelling unit on said fairway lot within three (3) years from the date of purchase of said lot. If at the expiration of (3) three years from the date of said purchase said main dwelling unit has not been completely constructed, the grantors reserve the right to re- purchase said lot at its original sales price.

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 Fair Oaks Ranch Homeowners Association is authorized to clean up said lot at the expense of the property owner. If said cleaning fee is not paid within 60 days from the date of said cleanup, the expense of the cleanup will become a lien on the property in favor of the Fair Oaks Ranch Homeowners Association until paid.

24. Fair Oaks Ranch, Texas, Bexar County Unit M Homeowners' Association shall be responsible for fencing and maintaining the enclosure(s) around the electrical transformer(s), conforming to the utility company's requirements.

25. Sports courts and permanent equipment: All sports courts, sports equipment permanently installed (i.e., court lighting) and any other sports-related improvements must hereafter require Architectural Restrictions Committee approval before same is constructed, erected or installed. The Committee will not entertain approving same unless the scope, size, color, and location as proposed is acceptable in the complete discretion of the Restrictions Committee, for which the Committee may consider the input of the immediate neighbors as to such proposed improvement.

ARCHITECTURAL REVIEW COMMITTEE / RESTRICTION COMMITTEE

PRIOR TO ANY CONSTRUCTION ON ANY LOT, A COMPLETE SET OF PLANS AND SPECIFICATIONS MUST BE SUBMITTED FOR REVIEW AND APPROVAL OF THE ARCHITECTURAL REVIEW COMMITTEE / RESTRICTION COMMITTEE, collectively "Committee: There is no separate Architectural Review Committee and Restriction Committee.

The Architectural Review Committee, Architectural Control Committee and Restriction Committee are interchangeable terms and has been and shall be the "Committee" or "Restrictions Committee" herein, which is the result of the original Committee consisting of the nominees of the original developer.

The plans and specification submitted to the Committee for approval 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 utilities, drainage, and other easements affecting side lot. Plans and specifications for requested approval to the Committee may be submitted to the Committee c/o Fair Oaks Ranch Homeowners Association, who will serve as a liaison with the Committee and assist any lot owner in determining the identity of the Chair or committee members.

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 therefor shall be subject to the approval of the Restrictions Committee. The original Restrictions Committee consisted of nominees of the original Declarant and the present Restrictions Committee consists of 5 duly appointed members that duly descended from the original Restrictions Committee as permitted by the original restrictions, or as hereafter elected as set forth below.

The number of members serving on the Restrictions Committee is currently 5 members. At no time shall the Restrictions Committee consist of less than three (3) members. A quorum necessary to conduct Committee business shall be a majority of such Restrictions Committee members then comprising the Committee; a majority of such members present (either physically or via teleconference or substantially similar electronic presence) at any Committee meeting may make decisions on behalf of the Committee. The composition of the Restrictions 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 Bexar County Deed Records in recordable form. Information relating to the members comprising the Restrictions Committee is available through the Fair Oaks Ranch Homeowners Association, Inc.

Any vacancies in the present Restrictions 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 Restriction Committee, which may be but is not required to be by recordable instrument filed in the Deed Records of Bexar County, Texas. Notwithstanding the foregoing, however, it is expressly understood that any time the then owners of a majority of the lots in such subdivision, with any husband and wife or any other legally recognized form of ownership being considered as one owner, may by instrument in writing filed in the Deed Records of Bexar County, Texas, elect (with such election administered by Fair Oaks Ranch Homeowners Association, "FORHA" herein) 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 Restrictions Committee herein provided for.

In the event of any dispute involving the Restrictions Committee's exercise of discretion, the Restrictions 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 in the Subdivision sue one or more individual members of the Restrictions Committee (or any former members of the Restrictions Committee) for any monetary damages in connection with their service or participation on the Restrictions Committee, or alleged lack of sufficient or appropriate participation on the Committee.

Failure to receive a response from the Committee for requested approval of improvements within thirty (30) days from the date of submission will constitute approval of said plans and specifications, EXCEPT that no VARIANCE is allowed or deemed approved as any VARIANCE can only be approved in writing.

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 Committee, the successors of the original to consist of nominees of Fair Oaks 1000 Acre Joint Venture, or as might be hereafter elected per the provisions herein.

The Restriction Committee retains the right in furtherance of a uniform plan for the development of Fair Oaks Ranch Bexar County Unit M, Bexar County, Texas, as a high-class residential subdivision, but subject to the limitations hereinafter recited, to execute amendments to, including granting variances from and on, the afore recited 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. 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. Such Committee may be identified by recordable instrument filed in the Deed Records of Bexar County, Texas from time to time; or any inquiring party may contact Fair Oaks Ranch Homeowners Association for determining the current members of the Committee. Notwithstanding the foregoing,

however, it is expressly understood that any time, the then owners of a majority of the lots in such Subdivision, with any husband and wife being considered as one owner, may by instrument in writing filed in the Deed Records of Bexar County, Texas, elect a five member Committee for such subdivision and any Committee so elected shall thereafter be vested with all of the duties, powers, discretions and prerogatives of the original Restrictions Committee/Architectural Committee (“Committee”) herein provided for. The Restrictions Committee may by letter delivered to the party involved grant variances from any one or more of the above recited limitations and restrictions insofar, and only insofar, as they pertain to individual lots in such subdivision. Any amendments to or variances from such limitations and restrictions made or granted by said committee pertaining to all of the lots in such subdivision may be made only by appropriate written instrument filed in the Deed Records of Bexar County, Texas; otherwise there is no variance. In connection with the foregoing, however it is accordingly herein 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 to which the public is invited.

FAIR OAKS RANCH HOMEOWNERS ASSOCIATION

All lot owners and owners of improved lots are and continue to be mandatory members of the Fair Oaks Ranch Homeowners Association, Inc. (FORHA) 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 FORHA in accordance with its duly provided charter, by-laws, and resolutions. As such, FORHA shall and hereby enjoys a lien on each real property to secure payment of annual assessments or any special assessments that might be hereafter imposed, including any applicable late fees and attorneys’ fees, which lien is not subordinate to any mortgage lien. It is expressly agreed and acknowledged that the bylaws, articles and dedicatory instruments of FORHA, including assessments, charges, and liens shall run with the land and be binding on all parties having any right, title, or interest in property covered by this Declaration or Restrictions as amended, and their respective heirs, successors and assigns; also, to the governing articles of the Country Club Place Homeowners’ Association, Inc. (or some other suitable name to be approved by the Secretary of State, State of Texas) which will be formed for the specific purpose of providing additional services to the owners of lots in Fair Oaks Ranch, Bexar County, Unit M, Bexar County Texas.

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, attorney's fees and court costs incurred in connection with the enforcement of such restrictive covenants and use limitations shall be borne by the party or parties seeking to enforce the same; and that the undersigned or the restrictions committee shall have no obligation to bear such expense, although they may contribute such expense if they so desire.

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

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect 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 13 day of April, 2018.



John G. Bartlett

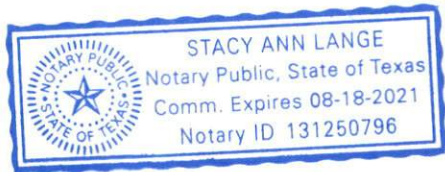
Chair of Restrictions Committee for Unit M

State of Texas '
County of Bexar '

Before me, the undersigned authority on this day personally appeared John Bartlett, Chairman of the Restrictions Committee, Fair Oaks Ranch, Bexar County Unit M, personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated after all members of the Restrictions Committee unanimously voted in support of the adoption and filing of these covenants and restrictions as restated and amended. Other than the Chair, other current Committee members are:

Grace Ramsey, Joe Salkeld, Gary Barnes, Eddie Wiley.

Given under my hand and seal of the office this 13 day of April 2018.



[Signature]
Notary Public in and for the State of Texas

My Commission expires: 8/18/21

AFTER RECORDING RETURN TO:
Unit M Restrictions Committee
c/o Fair Oaks Ranch Homeowners Association
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015
(210) 698-2225



VG-76-2018-20180076910

File Information

**FILED IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY
GERARD C. RICKHOFF, BEXAR COUNTY CLERK**

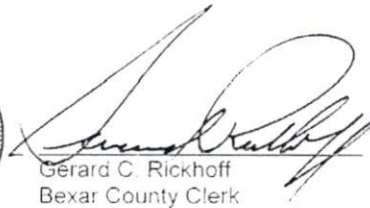
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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law.

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Bexar County, Texas on:
4/24/2018 2:52 PM




Gerard C. Rickhoff
Bexar County Clerk