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RALPH E. FAIR, INC.

TO THE PUBLIC:

RESTRICTIONS

FAIR OAKS RANCH BEXAR COUNTY UNIT P

STATE OF TEXAS §  
COUNTY OF BEXAR § 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, Bexar County, Unit P, Bexar County, Texas, described on Exhibit "A" attached hereto and made a part hereof, comprising 6.860 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 detached zero-lot-line garden patio homes, unless otherwise permitted in writing by the Restriction 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 lot shall contain at least 2000 square feet of main dwelling living area, exclusive of porches, garages and breezeways. No garage area shall ever be converted to living or office 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 dwelling units hereafter constructed in such subdivision shall be constructed in a good and workman-like 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

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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, other than commercially constructed childrens' playhouses and storage buildings when approved by the Architectural Review Committee. Concrete tile or cinder block is not considered to be stone or brick. All roofs will be of lightweight concrete tile.

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 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 lots not adjacent to the fairways will have a minimum rear set back of 10 feet. 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 hereafter provided for.

5. 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 trailer house or mobile home shall be permitted on any lot in such subdivision. It is prohibited to park a trailer house, mobile home, motor home, camper, boat or any

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other type of recreational vehicle on the streets in the subdivision or in front of any home. Nor shall such vehicles be parked in such a manner as to be visible from the street or from golf course fairways. All such recreational vehicles, motor homes or boats parked in the rear of any main dwelling unit on the fairway lots must be screened from the view of the fairways.

7. 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.

8. No fences shall be constructed within the 40 foot setback line of the back lot line of all fairway lots. 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 MUST BE APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE PRIOR TO CONSTRUCTION, BOTH AS TO QUALITY OF MATERIALS AND AS TO CONSTRUCTION, AS WELL AS 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. Pets maintained outside of a residence must be on a leash or under fence.

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 two-foot roof overhang easement from the zero-lot-line structure. Any roof extending into said easement must be provided with a rain gutter which will prevent drainage from being discharged into the overhang easement; the adjacent lot is also subject to a total easement of three feet along the zero-lot-line sides, of which the two-foot overhang is a part, for the purpose of maintenance and repair of the adjacent residence 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) 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

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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 situation 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.

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. All toilet facilities, kitchen sinks, washing machines, bathroom drains, etc., shall be connected to the central sewage system provided by Elkhorn Company, Inc.

(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 CPSB 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 up or down in a manner so as not to create problems for neighboring lots or the neighborhood generally.

21. Ham radio antennas, television antennas or earth satellite stations ("dish" antennas) or other similar outdoor 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 Restriction Committee.

22. All purchasers of fairway lots are required to complete the construction of a main dwelling unit on said fairway lot within two (2) years from the date of purchase of said lot. If at the expiration of two (2) years from the date of said purchase said main dwelling unit has not been constructed, the grantors reserve the right to repurchase 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

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with tall grass, heavy brush, rubbish or trash. If, in the opinion of the Restriction 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. All property owners are required to construct a small fence conforming to utility company requirements out of rock, brick, wood or similar material around the electrical and telephone transformers and garbage pick-up areas located on the front of each lot to provide a screen for such areas to maintain the attractive appearance of the subdivision.

**B. ARCHITECTURAL REVIEW COMMITTEE**

PRIOR TO CONSTRUCTION ON ANY LOT, A COMPLETE SET OF PLANS AND SPECIFICATIONS MUST BE SUBMITTED FOR REVIEW AND APPROVAL OF THE ARCHITECTURAL REVIEW COMMITTEE. 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 said lot.

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, 1988, the rules described herein which apply to the Restriction Committee for new members will apply to new members of the Architectural Review Committee.

**C. RESTRICTION COMMITTEE**

All architecture, plans and buildings in the subdivision shall comply with all applicable laws and building codes as well as with general and special restrictions herein, and any variances therefrom shall be subject to the approval of the Restriction Committee, the original to consist of nominees of Ralph E. Fair, Inc.

The Restriction Committee retains the right in furtherance of a uniform plan for the development of Fair Oaks Ranch, Bexar County, Unit P, 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 aforesaid 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, 1988, the undersigned will appoint five property owners in

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such subdivision to serve as the Restriction Committee for such subdivision from and after such date by instrument recorded in the Deed Records of Bexar 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, with it being understood that the sale by any member of such committee of all of his property in such subdivision will be for purposes hereof construed as a resignation by him from such committee, will be filled by the remaining members of such committee by recordable instrument filed in the Deed Records of Bexar County, Texas. Notwithstanding the foregoing, however, it is expressly understood that any time after July 1, 1988, 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 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. 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 Bexar 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, Inc. 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. In addition to the remedies contained in the governing articles of the Fair Oaks Ranch Homeowners Association, Inc., a majority of the homeowners in Unit P can call a meeting for the purposes of causing any homeowner in said unit to maintain the exterior of his or her home, lawn and shrubs in an acceptable manner and a majority of the homeowners present at such meeting may request the Fair Oaks Ranch Homeowners Association, Inc., to file a lien to reimburse them for any expenses of cleaning or maintaining such designated property if the party owning same does not respond with the requested cleanup within 10 days of notice (certified mail) by a committee of homeowners. At anytime there is a 100% written agreement among the

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existing homeowners and lot owners in Unit P they may also form their own homeowners association for the purposes of providing additional services; however, such association, if formed, will be secondary and subject to any and all regulations of the Fair Oaks Ranch Homeowners Association, Inc.

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 of 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 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.

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.

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EXECUTED this 21st day of December, 1989.

RALPH E. FAIR, INC.

By: Robert J. Weiss, Jr.  
Robert J. Weiss, Jr., President,  
Ralph E. Fair, Inc.

STATE OF TEXAS §

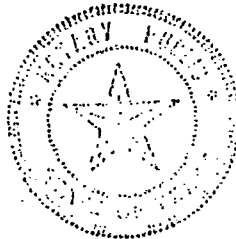
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared Robert J. Weiss, Jr., President of Ralph E. Fair, Inc., a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 21st day of Dec., 1989.

Jeanne Georg  
Notary Public in and for  
State of Texas

My Commission Expires: 2-20-88



JEANNE GEORG  
Notary Public, State of Texas  
My Commission Expires: 2-20-88

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EXHIBIT "A" TO RESTRICTIONS OF  
FAIR OAKS RANCH BEXAR COUNTY UNIT P

6.860 acres of land located in Bexar County, Texas, and being out of the Maria De La Luz Guerra Survey No. 172, and out of a 4883.370 acre tract of land described in instrument recorded in Volume 2883, Pages 27-32, Deed Records, Bexar County, Texas, and being more particularly described as follows:

BEGINNING at a point on a curve along the Number 10 Green of FAIR OAKS GOLF COURSE and the South R.O.W. of FAIR OAKS PARKWAY from which an iron rod found for a point of curvature on the South R.O.W. of FAIR OAKS RANCH GOLF COURSE, Number 17 Green and the Northwest corner of Lot 471, FAIR OAKS RANCH UNIT Q, according to plat recorded in Volume 9505, Page 29, Deed and Plat Records, Bexar County, Texas, bears North 24°10'17" East, a distance of 182.74 feet from which the Northwest intersection of Ralph Fair Road and Dietz Elkhorn Road bears South 59°24'26" East, a distance of 5035.17 feet;

THENCE curving to the left with a radius bearing of South 05°01'28" West, a radius distance of 149.99 feet, central angle of 73°14'39" and length of 191.73 feet to a point of tangency on the West line of FAIR OAKS, Number 10 Fairway;

THENCE South 21°48'03" West, a distance of 126.75 feet coincident with said Number 10 Fairway to an angle point;

THENCE South 66°32'21" West, a distance of 520.68 feet coincident with said Number 10 Fairway to an angle point;

THENCE South 84°40'10" West, a distance of 180.00 feet to a point on the North line of FAIR OAKS, Number 10 Fairway, for the Southwest corner of this tract;

THENCE North 33°02'01" East, a distance of 238.92 feet to an angle point of this tract;

THENCE North 09°19'09" West, a distance of 408.51 feet to a point on the South R.O.W. of FAIR OAKS PARKWAY, for the Northwest corner of this tract;

THENCE North 75°32'56" East, a distance of 110.00 feet coincident with the South R.O.W. of FAIR OAKS PARKWAY to a point of curvature;

THENCE curving to the right with a radius bearing of South 14°27'04" East, a radius distance of 385.11 feet, central angle of 39°44'03" and a length of 267.07 feet, coincident with the South R.O.W. of FAIR OAKS PARKWAY to a point of tangency;

THENCE South 64°43'01" East, a distance of 304.97 feet, coincident with the South R.O.W. of FAIR OAKS PARKWAY to a point of curvature;

THENCE curving to the left with a radius bearing of North 25°16'59" East, a radius distance of 440.01 feet central angle of 20°15'30" and length of 155.58 feet to the POINT OF BEGINNING.

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turn to: Don Smith Company  
29666 No Le Haze  
Boerne, Texas 78006