

RALPH E. FAIR, INC. 97- 0140871
TO THE PUBLIC:
RESTRICTIONS
FAIR OAKS RANCH BEXAR COUNTY UNIT S

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

THAT WHEREAS, RALPH E. FAIR, INC. is the owner of the land and premises known as Fair Oaks Ranch Bexar County Unit S, Bexar County, Texas, described according to plat recorded in Volume 9538, Page 12, Bexar County Plat Records, comprising 19.3 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 hereinafter be used only for the construction of one single family residence or main dwelling unit therein, including other appurtenant structures permitted under the terms hereof, with it being intended that no commercial use of any such lots shall be permitted and, specifically, that no sign shall be placed on any such lot indicating a commercial use thereof, except that a residential structure may be occupied as a builder's sales office as described below.

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) Lots 412 and 415 and Lots 893-897 require a minimum square footage of 2600 for single story with a two car garage attached, single story with detached garage or two story require 2800 square feet. Any structure having any second story area shall be classified as two story. The residences on Lots 412 and 415 must front Mellow Wind.
- (2) All other lots shall have a minimum square footage of 2300 for single story with two car garage attached. A single story with detached garage or two story, 2500 square feet. Any structure having any second story area shall be classified as two story.

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

(b) All dwelling units hereafter constructed in such subdivision shall be constructed in a good and workmanlike manner with the use of new materials and in such a way as to present a neat and attractive appearance in the area thereof. The exterior walls of all main dwelling units so constructed on said property, exclusive of porches, garages and breezeways appurtenant thereto, shall be constructed of at least 85% stone, brick or stucco and with it being specifically here provided that no houses or other structures shall be moved onto any lot in such subdivision, other than small commercially constructed storage buildings when approved by the Restriction Committee.

(c) All wood siding must be approved by the Restriction Committee. No four foot by eight foot (4' x 8') wood, masonite or similar panel siding will be allowed. Generally the Committee will approve rough sawn cedar, fir or spruce wood siding; a sample of any other sidings must be submitted to the 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 thereof 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 the Restriction Committee upon application thereof. Temporary use may be made of a house for builder's sales office, which shall be permitted until such house is sold, not to exceed nine (9) months in total from time of completion, provided such use is approved in writing by Restriction Committee.

(4) With the exception of the fairway setback lines and the waste water treatment plant setback lines as shown on the recorded plat of said subdivision, the main dwelling units constructed in such subdivision shall be set back at least 20 feet from the front property line of each lot in such subdivision (except Lots 412 and 415, which shall be set back 25 feet) and shall be set back at least 8 feet from the side and rear lot lines (both property lines on street sides of corner lots shall be considered "front property lines" for the purposes of setbacks). NO VARIANCES SHALL BE GRANTED FOR FAIRWAY AND WASTE WATER TREATMENT PLANT SETBACKS. No structures of any type, including, but not limited to patios, decks, gazebos, swimming pools or fences shall be constructed within the non-building set back as line as shown on the recorded plat 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, with the exception of Lots 412 and 415, subject however to any variances thereto as may be granted in writing by the Restriction Committee thereafter provided for.

(5) That prior to the construction of any detached garages, storage buildings, guest houses or other out buildings on any lot in such subdivision, plans and specifications therefor, including a plot plan showing the proposed location thereof, must be submitted to the Restriction 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 Restriction Committee will be conclusively presumed to be in violation of these restrictions, with it being intended in connection with the provisions hereof that such Restriction 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 Restriction Committee to give notification of its disapproval of any such plans and specifications for any such improvements, including a plot plan showing the location thereof, within thirty days after receipt thereof, shall be deemed for all purposes under the provisions hereof as the approval thereof.

(6) No garage, storage building or temporary building shall be constructed on any lot in such subdivision as living quarters thereon, except that detached servants quarters or guest houses may be constructed thereon provided they are built in conjunction with or after the main dwelling unit to which they are appurtenant is constructed.

(7) No trailer house, motor home, tent, boat, recreational vehicle, travel trailer, any truck larger than a one ton pick-up, or wrecked, junked or wholly inoperable vehicle shall be kept, parked, stored, or maintained on any portion of the front yard in front of the building line of the permanent structure nor shall be kept, parked, stored or maintained on other portions of the Lot, unless they are in an enclosed structure or in a screened area which prevents the view thereof from adjacent Lots, and streets, for a period more than twenty-four (24) hours. No dismantling or assembling of an auto, trailer, motor home, tent, boat, recreational vehicle, travel trailer, any truck or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street.

(8) Any fuel oil, propane or butane tanks shall be located and screened so as not to be visible from other lots or from the street and fairways.

(9) Except as provided below, all fencing shall be constructed of wood, stone, brick or ornamental iron unless otherwise approved by the Restriction Committee. Other items of consideration are listed below:

(a) No fence shall be constructed forward of the front house line (between the home and the front property line), except where special security gate and fencing are approved by the Restriction Committee.

(b) Only fences constructed of quality materials and good workmanship are allowed. ALL FENCES, INCLUDING, BUT NOT LIMITED TO, QUALITY OF MATERIALS, METHODS OF CONSTRUCTION, AND LOCATION, MUST BE APPROVED BY THE RESTRICTION COMMITTEE PRIOR TO CONSTRUCTION.

(10) 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, including pot bellied pigs, will be permitted on any part of said subdivision. Dogs maintained outside of a residence must be on a leash or under fence.

(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 any annoyance or nuisance to the owners of other lots in said subdivision or adjacent subdivision units.

(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 of all provisions hereof, including particularly, but not limited to, the building setback requirements of Paragraph (4). A vote of no less than three (3) members of the Restriction Committee shall be required for approval of such resubdivision. 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.

(b) NO RESUBDIVISION OF ANY LOT FOR THE PURPOSE OF PROVIDING TWO HOMESITES WILL BE PERMITTED. PORTIONS OF A TRACT MAY BE RE-SUBDIVIDED FOR THE PURPOSE OF THIS LAND BECOMING A PART OF AN ADJACENT TRACT.

(14) Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants to property of the owner situated with 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 convenient access by the utility companies, or other authorized entity using said easements.

(15) No garbage or other waste shall be kept except in sanitary containers. No garbage containers shall be visible from the street, except on the regular garbage pick up day.

(16) No professional, business or commercial activity to which the general public is invited shall be conducted on any lot except a builder's sales office as provided for elsewhere in these restrictions.

(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 a central sewage collection line 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. When economical sanitary water recovery systems are available that use household water, such as bath or wash water, for lawn irrigation purposes, such systems may be submitted to the Restriction Committee for approval. Nothing in the foregoing will prohibit an owner or builder from placing a temporary commercial type toilet for the only purpose of complying with the City of Fair Oaks Ranch, Texas building ordinances.

(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. All construction of swimming pools and required fencing must be approved by the Restriction Committee and comply with the ordinances of Fair Oaks Ranch, Texas, concerning same.

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

(19) Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed within the front building setback line of any Lot in the Subdivision without the prior written consent of the Restriction Committee. The Restriction Committee shall have the authority to establish guidelines for the placement and design of basketball goals and no basketball goal shall be kept or maintained within sight of any street except in accordance with any such guidelines established.

(20) All driveways must be paved with exposed aggregate concrete or as otherwise approved by the Restriction Committee.

(21) Any exterior lighting shall be installed in such a manner as not to create a horizontal exposure but rather shall be shielded in order to cast light upwards or downwards in a manner which will not create problems for neighboring lots or the neighborhood generally.

(22) Ham radio antennas, outside television antennas or earth satellite stations (including those that are small enough to be roof mounted) or other similar high towers or antennas shall not be allowed on any lot without prior written approval of the Restriction Committee.

(23) All property owners are required to maintain their lots, whether vacant or occupied, so as to not become overrun with tall grass, heavy bush, 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 cleanup 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 an approved small fence out of rock, brick, wood or similar material around the electrical transformers located on the front of each lot to provide a screen for the transformers to maintain the attractive appearance of the subdivision. Since City Public Service may need to replace these transformers from time to time the sides should be removable. If rock or brick is used, sufficient space should be allowed around the transformer to permit removal. Screening must not be more than 6 inches higher than the top of the transformers.

(25) No flat roofs will be permitted unless specifically approved by the Architecture Review Committee. Lots 412 and 415 require roofing materials to be slate, tile, standing seam metal, or shake shingle. All other lots in Unit S are to have slate, tile, standing seam metal, or a minimum of 30 year manufactured design architect dimensional composition shakes. The exterior color schemes on fairway lots must be approved by the Restriction Committee.

B. PLANS AND SPECIFICATIONS

PRIOR TO THE CONSTRUCTION OF ANY SINGLE FAMILY DWELLING UNIT, DETACHED GARAGE, GUEST HOUSE, SHED, FENCES OR OTHER BUILDING IN SUCH SUBDIVISION, A COMPLETE SET OF PLANS AND SPECIFICATIONS MUST BE SUBMITTED FOR REVIEW AND APPROVAL OF THE RESTRICTION COMMITTEE. ALONG WITH THE SUBMISSION OF SUCH PLANS AND SPECIFICATIONS A FEE OF \$75.00 PAYABLE TO THE FAIR OAKS RANCH HOMEOWNERS ASSOCIATION SHALL BE SUBMITTED TO COVER THE EXPENSES OF THE COMMITTEE IN REVIEWING THE PLAN. 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 side lots.

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The aforesaid fee of \$75.00 may be increased after 1999 at the discretion of the Restriction Committee to the extent necessary to cover the expenses of the Committee in making the required review of plans and specifications and inspections pertaining thereto.

Failure to receive a response from the Restriction Committee within thirty (30) days from the date of submission will constitute approval of said plans and specifications.

C. RESTRICTION COMMITTEE

(1) 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 of which shall consist of nominees of Ralph E. Fair, Inc.

(2) The Restriction Committee retains the right in furtherance of a uniform plan for the development of the subdivision as a high-class residential subdivision, but subject to the limitations hereinafter recited, to execute amendments to, including granting variances from and on, the aforerecited restrictive covenants and use limitations in such subdivision provided they, in the exercise of their best judgment and discretion, are of the opinion that any such amendments or variances would be in furtherance of the uniform plan for the development of such subdivision. Such Restrictions Committee shall also perform all of the other duties and obligations imposed upon them under the provisions hereof. After eight (8) homes have been approved for construction, or on December 31, 1999, whichever is the later date, the Grantor herein will appoint the Unit R Committee, Fair Oaks Ranch, Bexar County, Texas, as the standing Committee administering the restrictions in Unit S Subdivision, provided, however, that at least one member of the Committee shall be a representative owner from Unit S. In the event that the Unit R Restriction Committee does not appoint a member of Unit S as a voting representative on the Unit R Committee within ninety (90) days, then in that event, the owners of lots in Unit S, by majority vote, may elect their own Committee of five (5) members to serve from that point forward. This opportunity for Unit S owners to have their own Committee will also be available to them if the Unit R Committee should become inactive or there

is a serious disagreement between the owners of property in Unit S and Unit R; in such event a majority of the owners of lots in Unit S may elect their own Committee of five members from that point forward.

(3) The Restriction Committee for such subdivision shall be appointed by instrument recorded in the Deed Records of Bexar County, Texas, to serve as 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 Restrictions Committee by death, resignation or otherwise, (it being understood that the sale by any member of such committee of all of the member's property in such subdivision will be for purposes hereof, construed as a resignation by said member 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. 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 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, bylaws and resolutions.

E. DURATION AND AMENDMENT

The covenants, conditions and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Restriction Committee or the owner of any lots subject to the restrictions in this declaration, and their respective legal representatives, heirs, successors and assigns. It is further expressly understood that the undersigned, the Restriction Committee or any one or more of the owners of properties in said subdivision shall have the right to enforce the restrictive covenants and use limitations herein provided for on said subdivision by injunction in order to prevent a breach thereof or to enforce the observance thereof, which remedy however, shall not be exclusive and the undersigned, the Restriction Committee or any other person or persons owning property in Bexar County Unit S, 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 the undersigned 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 limitation 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, 2030, 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, 2030, 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, 2030, or current extended period.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

EXECUTED this 24 day of September 1997.

RALPH E. FAIR, INC.

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

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 24th day of Sept, 1997.

Betty R. Cook
Notary Public, State of Texas

r/fairoaks.slpga

Richard E. Halter

RICHARD E. HALTER
1020 N.E. LOOP 410, SUITE 610
SAN ANTONIO, TEXAS 78209

