



TO THE PUBLIC

**FIRST AMENDED AND RESTATED RESTRICTIONS
OF WINDEMERE ESTATES, UNIT I**

THAT WHEREAS, RALPH E. FAIR, INC., the prior owner of the land and premises known as WINDERMERE ESTATES, UNIT I, OF FAIR OAKS RANCH, BEXAR COUNTY, TEXAS, described according to plat recorded in Volume 9530, Page 103-104, Plat Records of Bexar County, Texas, comprising 54.92 acres, more or less ("Subdivision" herein) filed and recorded those Restrictions at Volume 6261, pages 01423, et al, in 1994 pursuant to a desire 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, and because the original developer 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:

The Restrictions Committee for Windermere Estates, Unit 1, organized pursuant to Public Restrictions filed in Bexar County Property Records at Volume 6261, page 1423 *et seq.* of the Real Property Records, ("Restrictions" herein), and representing the original nominees or successors of the original nominees of Ralph E. Fair, Inc. as recognized and maintained of record by the Fair Oaks Ranch Homeowners Association ("FORHA"), having met and duly considered amendments to the restrictive covenants and use limitations set forth in the 1994 Restrictions, in furtherance of the uniform plan for the development of the above units as a high class residential area, and pursuant to Paragraph C of such Restrictions relating to the amendment of such Restrictions applying to that the land described according to plat recorded in Volume 9520, pages 103-104 of the Deed and Plat Records of Bexar County, do hereby adopt various amendments to the original Restrictions after having provided an opportunity for input and comment to residents of Windemere Estates, Unit 1. These Amended and Restated Restrictions restate the original use restrictions to the extent they continue to be effective restrictions, and incorporate herein the amendments thereto so that one wishing to view the restrictions encumbering Windermere Estates ("Subdivision" herein) may view this one recorded document as to all restrictive and use restrictions and covenants in effect at this time. Therefore, to the extent there are any conflict between the original Restrictions and this document, these restated and amended restrictions controls.

Book 16070 Page 672 13pgs

I.

A. COVENANTS AND RESTRICTIONS

(1) Each of the lots in such subdivision shall hereafter be used only for the construction of one single family residence or main dwelling unit thereon, including other appurtenant structures permitted under the terms hereof, it being intended that except as set out below 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 the following number of square feet of main dwelling living area, exclusive of porches, garages and breezeways:

(a) Single Family Units

- (1) 2,300 square feet, single story, with two-car garage attached;
- (2) 2,500 square feet, two story, with two-car garage attached;
- (3) 2,500 square feet - with detached garage, either single or two story. If any portion of the home is two stories, then the home will be considered as a two story home.

All Lots in the subdivision shall be used for residential purposes. No residential building shall remain incomplete for more than nine (9) months after construction has commenced. 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 to completion, provided such use is approved in writing by Restriction Committee, the Committee may give 30 day extension periods for valid reasons.

Each Lot improved with a residence must include an attached or detached garage large enough to accommodate under roof a minimum of two (2) full-sized automobiles. No garage shall be permanently enclosed for conversion to any other use. Open car ports are not permitted, unless special design circumstances warrant their use, in which case permission must be obtained in writing from the Restriction Committee.

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

(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, 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 Restriction Committee.

(3) The exterior walls of all one-story residential buildings, and the lower story of all two-story residential buildings, shall be constructed with masonry, rock, stucco, brick, or brick or masonry veneer for 85% or more of the total exterior wall area. The exterior walls of all two-story residential buildings shall be constructed with masonry or masonry veneer for 75% or more of the total exterior wall area. Window and door openings shall be included as masonry. Notwithstanding the foregoing, the Restriction Committee is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design or material, and the resulting structure will not detract from the general appearance of the neighborhood. Wall materials used on all Lots shall be restricted to those types approved by the Restriction Committee.

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 or sample of any other sidings must be submitted to the Committee.

Roofing shall be either slate, tile, pre-finished metal roofing with standing seams, or composition or fiberglass, architectural dimensional shingles provided that any composition or fiberglass roofing shall be 300 pounds or more and shall be architect dimensional.

The exterior of all chimneys shall be 100% masonry of a type and color matching that of the exterior walls of the house, unless specific structural problems indicate otherwise, which may be considered by the Committee.

(4) All main dwelling units (including patios) constructed in such subdivision shall be set back at least 40 feet from the front property line of each lot in such subdivision and shall be set back at least 12 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). 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 Restriction Committee thereafter 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 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 understood that the construction of any such detached garages, guest houses 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 detached garages, guest houses 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. All outbuildings, detached garages, storage buildings, guest houses, gazebos, cabanas, shall be akin to permanent structures with a concrete foundation and constructed and designed, including the roof, so as not in the view of the Restriction Committee to disharmonize with the main dwelling. As to such permanent structures, except as to pre-manufactured storage buildings as set forth below, 75% or more of the total wall area of such structure shall consist of rock, brick or stucco. Pre-manufactured storage buildings will be considered if said structure as proposed is of sufficiently high quality so as to be commensurate with a high class neighborhood; any submission of plans for approval of any pre-manufactured storage or outbuilding should include information about the manufacturer and any warranties being offered by the manufacturer and /or dealer. Prior to the construction of any outbuilding or other storage or other structures set forth in this provision, the plans and specifications for the proposed structure, along with a plot plan showing the proposed location on the applicant's lot, along with a description of exterior materials being used, and proposed color, must first be submitted to and approved by the Restriction Committee. Any approved structure shall be located behind the front wall of the main dwelling on said Lot, and must comply with all setbacks and shall not exceed one story in height above ground level.

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

(7) No trailer house, motor home, tent, boat, recreational vehicle, travel trailer, any truck larger than a three-quarter (3/4) 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 so as not to be visible from other lots or from the street on which the lot where said tank is located faces.

(9) All fencing shall be constructed stone, brick or ornamental iron unless otherwise approved by the Restriction Committee. No livestock fencing or fencing with wire shall be allowed. All fencing must, in the discretion of the Committee, be in substantial harmony with the main dwelling. Only fences constructed of quality materials and good workmanship commensurate with a high class neighborhood, will be approved by the Committee. ALL FENCES, INCLUDING, BUT NOT LIMITED TO, QUALITY OF MATERIALS AND WORKMANSHIP METHODS OF CONSTRUCTION, AND LOCATION, AND HARMONY, MUST BE APPROVED BY THE RESTRICTION COMMITTEE PRIOR TO

COMMENCEMENT OF CONSTRUCTION. Although wood was an approved fencing material prior to 2012, unless specifically approved by the Committee in writing, such material is no longer a pre-approved fencing material; as to those wooden fences previously approved and constructed prior to the 2012 amendments, lot owners with wooden fences may not hereafter replace such fences with wooden fences without prior written consent of the Committee.

(10) No animals will be permitted on any lot in the Subdivision except household pets ordinarily kept in a high class neighborhood. With it being specifically understood that no livestock of any type, including pot bellied pigs, or poultry or roosters, will be permitted on any part of said Subdivision. No exotic, dangerous, or poisonous animals are allowed to be maintained on any lot in the Subdivision, whether inside or outside the residence or an enclosure. Dogs allowed by their owners in the Subdivision to be outside of a residence must be on a leash or constrained by a fence enclosure. No more than a combination of 5 household pets (ie, dogs, cats) may be maintained at any time outside one's home by a lot owner.

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

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

(15) No garbage or other waste shall be kept except in sanitary containers.

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

(17) No outside toilets or privies shall be permitted on any lot. All toilet facilities, kitchen sinks, washing machines, bathroom drains, etc., shall be connected to a sewage system 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 in 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.

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

(19) Tennis-court lighting and fencing shall be allowed only with approval of the Restriction Committee. Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed within forty feet (40') from the front property line of any Lot in the subdivision without the prior written consent of the Restriction Committee.

(20) All driveways must be paved, with asphalt or concrete.

(21) 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 upwards or downwards in a manner not to create problems for neighboring lots or the neighborhood generally. Outside lighting shall not be aimed, directed, or focused so as to cause direct or annoying light to neighboring homes or properties.

(22) Ham radio antennas, outside television antennas or earth satellite stations ("dish antennas") 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 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 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 a 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 transformer.

(25) NATURAL CAVES AND CREVICES, AS WELL AS SPRINGS AND SEEPS, OCCUR IN THE GENERAL AREA OF THE SUBDIVISION. PRIOR TO BEGINNING CONSTRUCTION OF ANY IMPROVEMENTS, PROPERTY OWNERS SHOULD PERSONALLY INSPECT THE PROPERTY TO CONFIRM THE LOCATIONS, IF ANY, OF CAVES AND CREVICES OR SPRINGS AND SEEPS WHICH MAY BE LOCATED ON THE PROPERTY OWNER'S LOT.

(26) Maintenance and upkeep of property and lawns. Each owner shall maintain all dwellings, structures, improvements, outbuildings, storage buildings, and fences in good repair in accordance with the original structural integrity, as well as paint, stain, or appearance. This includes promptly repairing/replacing all damaged, loose, missing, or unsightly slats or sections of all fences and structures, as well as maintaining fences in their original position and alignment. This also includes keeping playground equipment in good condition and not allowing same to slip into a state of disrepair. Each owner shall keep their lawns and landscape mowed, trimmed, weeded, and free of dead plants, trees, debris trash, and junk. Maintenance/upkeep of natural areas shall be the responsibility of the property owner and all occupants, and the level of upkeep must be in keeping with the standard required of maintaining a high-value residential neighborhood. Vacant lot owners of unimproved lots shall cut the grass and overgrowth on such lot at least once annually and more often than once a year after periods of heavy rain or during extended dry periods causing higher than normal fire hazard. If any lawn or landscape-related projects are commenced, such project should be completed within 30 days so that there is no cuttings, piles of mulch, stacks of pavers or bordering materials, or other indicia of such project after 30 days after the commencement of such project.

(27) Shrubbery and Vegetation on corner lots. Shrubs and vegetation on corner lots closer than 5 feet from the intersection of two streets shall be no higher than 3 feet above street level so as not to block the views of the street from the perspective of an auto driver on the intersecting street at such corner.

(28) Solar panels, water catchment systems, and wind turbines. Plans for solar panels, rainwater collection and catchment systems, wind turbines, and similar renewable energy and resource conservation outdoor systems must receive approval from the Restrictions Committee before installation or construction begins. 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 possible, as to blend into the neighborhood and not be obtrusive from adjacent lots, streets or neighboring properties.

(29) Greenhouses. All greenhouses shall be first submitted to the Restrictions Committee for approval prior commencement of construction or adding of improvements thereto, which plans for approval shall include a plot plan showing the proposed location and proposed materials and a depiction showing the design of the proposed greenhouse. All greenhouses shall be placed on a level, prepared foundation and consist of high quality materials and shall not in the opinion of the Restrictions Committee be in disharmony with the main dwelling, and be consistent with preserving and protecting property values in the Subdivision. Construction materials shall include rigid panels (glass or Plexiglass) and a high quality metal or

wood frame with minimum 5-year manufacturers' warranty if the greenhouse approved by the Committee is that from a kit or which is substantially pre-manufactured. These structures, as with all improvements, shall comply with all setback requirements and be no higher than one story in height. 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, design, and location of greenhouses.

(30) Swimming pools. All construction of swimming pools and required fencing must be approved by the Restrictions Committee prior to ground preparation for such pool or placement or construction of the pool shell. Only "in ground" type swimming pools will be approved as it relates to a permanent pool structure. The location of the proposed pool must meet all setback requirements. Swimming pools must be approved only if a fence is first or substantially constructed along with the pool so as to comply with all state and local law regarding the requirement of a fence to surround a pool. "Blow up" and temporary pools are not disallowed during the months of May through August but may not be visible from the street; further, any blow up or temporary pools may not be larger than 6 feet in diameter, and may not be visible from a neighbor's property for more than 60 consecutive days between the months of May through August.

(31) Aerobic or similar systems or lawn irrigation systems using septic systems. Such systems shall be maintained in accordance with all regulations and ordinances of the City of Fair Oaks Ranch and State of Texas and if the City and/or State fails to enforce its ordinances or statutes regarding such matters, the Committee or any lot owner may enforce the standards as use restrictions herein. Regardless whether considered compliant with all applicable laws, no lot owner in the Subdivision shall allow their aerobic or lawn irrigation system to emit foul or annoying smell to any neighboring lot owner or other occupant or property owner in the Subdivision.

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 VIA DELIVERY TO FORHA 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 EXPENSE OF THE COMMITTEE IN REVIEWING THE PLANS AND MAKING ANY INSPECTIONS BEFORE CONSTRUCTION IS STARTED. The plans and specifications must state the total living area available in each single family dwelling unit, exclusive of garages, porches and breezeways. In, addition, for each of the aforesaid listed buildings, a plot plan must be submitted which shows all elevations, with the locations of each building with reference to front, side and rear setback lines, and which shows all utility, drainage, and other easements affecting said lot.

The aforesaid fee of \$75.00 shall be payable to Fair Oaks Ranch Homeowners Association and may be increased at the discretion of the Restriction Committee to the extent

necessary to cover the expenses of the Committee in making any inspection of the property or review of plans and specifications and inspections pertaining thereto.

Submission of plans and specifications for improvements located in Windermere Estates ("Subdivision" herein) shall be submitted to the Restriction Committee 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 FORHA.

Failure to receive a response from the Restriction Committee within thirty (30) days from the date of submission to FORHA will constitute approval of said plans and specifications. However, no plans seeking a variance from the Restrictions shall ever be considered deemed approved by lack of written denial; to the extent plans seek approval of an improvement that is violation of any set back or use restriction herein must be approved in writing by the Committee or it shall be considered to be presumptively denied.

No variance request of any kind will be considered to be "deemed" granted or approved by inaction of the Committee or its failure to notify any property owner of the denial of any variance. Variances can only be granted by written consent of the Committee filed of record in the Bexar County Deed records, and cannot be defaulted as a result of inaction by the Committee. Any request by a lot owner in the Subdivision for a variance should submit a request in writing to the Committee (via FORHA) and demonstrate with particularity any peculiarities or unique circumstances that the property owner believes should warrant the Committee's consideration of a variance as to his, her, or its property in the Subdivision.

The original Restriction committee will consist of the nominee or nominees of Ralph E. Fair, Inc.

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, sometimes called the Restrictions Committee, sometimes "Committee" herein.

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 further amendments to, including granting variances from and on, the aforementioned 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. The 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 (it being understood that the sale by any member of such committee of all of his property in Windemere Estates, Unit I will be for purposes hereof construed as a resignation by him or her from the Committee), will be filled by the remaining

members of such Committee. Notwithstanding the foregoing, however, it is expressly understood that 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 the Subdivision and any committee so elected shall supplant the Restriction Committee descending from the original nominees of the developer and be vested with all of the duties, powers, discretions and prerogatives of the original Restriction Committee herein provided for. Any such election may be administered by FORHA in the event more than a third of all lots request an election.

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 must 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.

In the event of any dispute involving the Committee's exercise of discretion, the Committee's exercise of such discretion and authority will be considered to be presumptively reasonable and shall control unless, after an unsuccessful mediation of such dispute, such exercise of discretion and authority by the Committee is successfully judicially challenged by clear and convincing proof that such exercise of discretion by the Committee was arbitrary, capricious, or discriminatory. To assist in attracting volunteer candidates to serve on this Committee, under no circumstances shall an owner or occupier of a lot encumbered by these Restrictions as amended sue one or more individual members of the Committee (or any former members of the Committee) for any monetary damages in connection with their service or participation on the Committee, or alleged lack of sufficient participation on the Committee.

The number of members serving on the Committee may be as high as 5 members but need not necessarily be as many as 5 members. A quorum necessary to conduct Committee business shall be a majority of such Committee members then comprising the Committee; a majority of such members may make decisions on behalf of the Committee. The composition of the Committee, when it hereafter changes, or the filling of a vacancy on the Committee need not be filed with the Bexar County Deed Records. Information relating to the composition of the Committee is available through the offices of Fair Oaks Ranch Homeowners Association, Inc.

Failure of any owner or the Restrictions Committee to enforce any covenant or restriction herein or to take any action herein permitted shall in no event be deemed a waiver of the right to do so hereafter.

D. FAIR OAKS RANCH HOMEOWNERS ASSOCIATION

All lot owners shall become and continue to be 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 such Homeowners Association in accordance with its duly provided charter by-laws and resolutions.

All owners in the Subdivision are mandatory members of FORHA and each owner is required to comply with the bylaws of FORHA and pay the assessments of FORHA (and as hereafter increased by FORHA) for which the failure to pay will subject the owner's property to a lien for which FORHA may seek foreclosure to pay unpaid assessments and attorney's fees incident thereto as allowed by law.

E. DURATION AND AMENDMENT; ENFORCEMENT

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 lot or lots subject to the Restrictions in the Subdivision, 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. 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 one said subdivision shall accordingly have the right to pursue remedy for the damages suffered by them as a result of any breach of these Restrictions, 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 original developer shall also continue to have the right to enforce the Restrictions but shall have no obligation to do so.

If one other than the Restriction Committee pursues enforcement of these Restrictions, as between such enforcing parties and the Restriction Committee, 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 the Restriction Committee shall have no obligation to bear **or reimburse** for such expense, although the Committee may contribute such expense if it so desires.

Any lot owner or occupant in the Subdivision who has violated these Restrictions as amended will be responsible to the Committee for all reasonable expenses, attorney fees and court costs incurred by or on its behalf in connection with any enforcement of these Restrictions

as amended. Neither the Committee or its members will be responsible under any circumstances for attorney's fees and costs incurred by a property owner challenging or resisting the enforcement of these Restrictions by the Committee.

These Restrictions as amended shall be construed liberally with respect to their enforcement. To the extent it is determined that there are any ambiguities in these Restrictions, they shall not be resolved against the Committee or any property owner in the Subdivision seeking enforcement of any Restrictions, but will otherwise be resolved per the law.

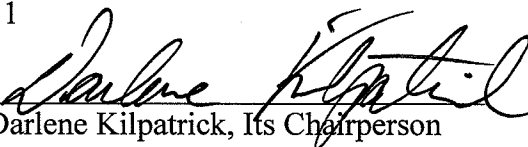
The covenants, conditions and restrictions herein shall be effective until September 1, 2030, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten years, unless by a vote of three-fourths of the owners of lots in such subdivision, with each lot in such subdivision having one vote, taken prior to September 1, 2030, or of any current extended period, and filed of record in the Deed Records of Bexar County, Texas, it is agreed that these restrictive covenants and use limitations 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 thereafter.

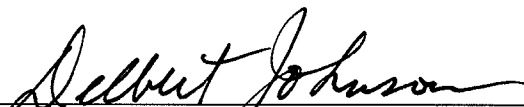
Now, therefore, pursuant to the original Public Restrictions and herein, the undersigned affirms the adopting of this amended and restated restrictions following the unanimous approval of the Restrictions Committee (consisting of Darlene Kilpatrick, Susan Powell, Del Johnson, Dan Kasprowicz, and Lori Figart) effective from and after the date of the filing hereof with the Bexar County Real Property records or its equivalent.

Witness my hand this 19 day of April, 2013.


Restrictions Committee for Windemere Estates,
Unit 1

By: 
Darlene Kilpatrick, Its Chairperson


Susan Powell, Member of Committee


Delbert ("Del") Johnson, Member of Committee

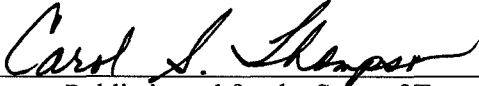

Lori Figart, Member of Committee

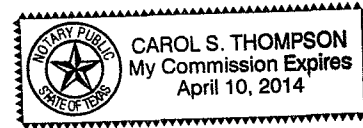

Dan Kasprowicz, Member of Committee

State of Texas §
 §
County of Bexar §

Before me, the undersigned authority on this day personally appeared Darlene Kilpatrick, Chairperson of the Restrictions Committee for Windemere Estates, Unit 1 in Fair Oaks Ranch, Texas, Bexar County ("Committee" herein), personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the Committee has unanimously adopted and approved these Restrictions and therefore he has executed the same for the purposes therein expressed and in the capacity as Chairman of the Committee

Given under my hand and seal of office this 19 day of April, 2013.


Notary Public in and for the State of Texas



AFTER RECORDING RETURN TO:

Peter L. Kilpatrick, Attorney
Langley & Banack
Trinity Plaza II, 9th Floor
745 E. Mulberry
San Antonio, Texas 78212
Counsel to Committee

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 Real Property of Bexar County, Texas on:

APR 24 2013




COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20130081479 Fees: \$64.00
04/24/2013 4:12PM # Pages 13
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK