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RALPH E. FAIR, INC.

TO THE PUBLIC

RESTRICTIONS

FAIR OAKS RANCH BEXAR COUNTY UNIT AE

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, Unit AE, Bexar County, Texas, described according to plat recorded in Volume 9527, Pages 97-98, Plat Records of Bexar County, Texas, comprising 15.06 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 one single family residence or main dwelling unit thereon, 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, and that such main dwelling units constructed on each lot shall contain at least 2,400 square feet of heated, air-conditioned living space, exclusive of porches, garages and breezeways.

(2) (a) Plans for all single family main 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 single family main 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 75% 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

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subdivision.

(3) The entire exterior of the 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 (including patios and porches) constructed in such subdivision shall be set back at least 20 feet from the front property line of each lot in such subdivision and shall be set back at least 10 feet from the side and rear lot lines of each lot in such subdivision. All such improvements on any lot in such subdivision must face on the street upon which such lot fronts, subject however to any variances thereto as may be granted in writing by the Architectural Review Committee thereafter provided for.

(5) That prior to the construction of any detached garages, storage buildings, fences, guest houses or other out buildings on any lot in such subdivision, plans and specifications therefor, including a plot plan showing the proposed location thereof, must be submitted to the Architectural Review Committee hereinafter provided for, and the approval thereof procured from such committee prior to the commencement of construction thereon, and in connection therewith it is 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 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 it is built in conjunction with or after the main dwelling unit to which it is appurtenant is constructed.

(7) No trailer house or mobile home shall be placed or otherwise permitted on any lot in such subdivision for use as living quarters, in connection with which, however, it is understood that one vacation-type mobile home or other type of recreational vehicle may be parked along or in the rear of the main dwelling unit in such subdivision provided it is not used as living quarters.

(8) Any fuel oil, propane or butane tanks shall be located so as not to be visible from the street fronting the lot on which the tank is located.

(9) (a) ALL FENCES MUST BE APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE PRIOR TO CONSTRUCTION. Fencing along the street

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and back to the front building setback lines shall be constructed of redwood, cedar, cypress, ash, white painted board, brick, or stone, unless otherwise approved by the Architectural Review Committee. Only fences constructed of quality materials and good workmanship will be allowed.

(b) FENCING ALONG FRONT LOT LINES WILL BE CONSTRUCTED IN SUCH A MANNER SO AS NOT TO ENCLOSE THE WATER METER BOXES. Fencing at the location of the water meter boxes must be set back a minimum of one foot behind the water meter box and setback a minimum of two feet on each side of the water meter box. If the location of the box includes a double meter, the fence must be set back a minimum of one foot behind the double meter box, and four feet on each side of the boxes.

(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 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 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, as provided in Paragraph (b) herein, and if each resulting separate tract is at least .90 acre in area (or, if the resulting separate tract is less than .90 acre in area, it may be approved if, when incorporated into the immediately adjoining tract owned by the same person, the resulting combined area totals not less than .90 acre in area) 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 for approval prior to resubdivision, partition or partial conveyance. Failure to submit plans for resubdivision for approval will render such resubdivision, partition, partial conveyance or ownership in divided or separate interests void and without effect.

(14) Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded 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. ALL UTILITIES SHALL BE PLACED UNDERGROUND: NO POLES, OVERHEAD LINES, OVERGROUND 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) 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 collection line meeting the approval of all county and state health authorities and complying with all regulations and shall be operated and maintained in such a manner as to not be obnoxious, offensive or to endanger the health or welfare of the occupants of the building site on which it may be located or any surrounding property. The draining of septic tanks into road ditches is prohibited.

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

(19) No flat roofs will be permitted unless specifically approved by the Architectural Review Committee. If composition shingles are used as roofing material, a 300 pound minimum architect dimensional asphalt shingle and a 280 pound minimum architect dimensional all fiberglass shingle will be required.

(20) All driveways must be paved with asphalt or concrete for the first 100 feet of the driveway extending from the main road running in front of the lot, or to the garage entrance where the main dwelling unit is constructed closer than 100 feet to the lot line fronting the street.

(21) (a) 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.

(b) Around electrical transformer boxes, all property owners are required to construct an approved fence or screen of removable panels. The Committee may also consider a landscape screen. The purpose of the fence or screening is to maintain the attractive appearance of the subdivision while still permitting access to the transformer boxes by City Public Service Board for repairs or to replace same as needed.

(22) IT IS PROHIBITED FOR ANY LOT OWNER TO MOVE INTO A DWELLING UNIT BEFORE THE DWELLING UNIT IS COMPLETED. The Architectural Review Committee shall decide if a dwelling unit has been completed, should any question about completion arise.

(23) A sewer line to the central disposal system may be installed to serve adjacent subdivision units; if so, it appears that Lots 1315, 1316, 1317, 1318 and 1319 will be capable of being served by this outfall line. If the outfall line is in place at the time of building on the above mentioned lots then the owner of any said lot must use the outfall line for sewer service unless, for economic reasons, the Architectural Review Committee elects to grant a waiver of this requirement.

B. ARCHITECTURAL REVIEW COMMITTEE

PRIOR TO THE CONSTRUCTION OF ANY SINGLE FAMILY DWELLING UNIT, DETACHED GARAGE, GUEST HOUSE, STORAGE BUILDING, BARN, FENCING, OR OTHER BUILDING IN SUCH SUBDIVISION, 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.

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 the standing Architectural Review/Restriction Committee of Raintree Woods.

The Restriction Committee retains the right in furtherance of a uniform plan for the development of Fair Oaks Ranch, Bexar County, Unit AE, 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. The undersigned hereby appoints the Raintree Woods Architectural Review/Restriction Committee to serve as the 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. Notwithstanding the foregoing, however, it is expressly understood that any time after July 1, 1997, 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.

D. FAIR OAKS RANCH HOMEOWNERS ASSOCIATION

(1) 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, by-laws and resolutions.

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(2) Security Provisions

(a) Maintenance costs of private roads, private road rights-of-way, and common areas, if any, as well as costs of exterior security fencing and specific security services and facilities, including the controlled access entrance to the subdivision will be borne by the lot owners of the subdivision and lot owners in any subsequently created units which have similar services and private access to the same common security area. Neither Ralph E. Fair, Inc., nor its nominee will bear any taxes on or costs of maintenance or management of private road, security fencing, controlled access or other security services or security facilities. Ralph E. Fair, Inc., may make voluntary contributions in excess of that required as a lot owner, but is not required to do so. The administration of maintenance and funds collected for that purpose from each lot owner will be decided solely by a majority vote of the lot owners involved, and even though operated as an adjunct or a part of the Fair Oaks Homeowners Association, no one other than Class A lot owners in the subdivision or subsequent security units will have any vote or control of security services or maintenance of security facilities or common areas, if any, in the subdivision.

(b) SECURITY DISCLAIMER: NO REPRESENTATION, GUARANTEE OR WARRANTY IS MADE, NOR ASSURANCE GIVEN, THAT THE SECURITY SYSTEMS PROCEDURES OF THE FAIR OAKS RANCH UNIT AE, WILL PREVENT PERSONAL INJURY OR DAMAGE TO OR LOSS OF PERSONAL PROPERTY. WHILE LOTS ARE BEING OFFERED FOR SALE BY RALPH E. FAIR, INC., AND ANY OTHER OWNER THEREOF, THERE WILL BE A GREATER NUMBER OF VISITORS TO UNIT AE THAN WOULD OTHERWISE BE THE CASE. NO REPRESENTATION IS BEING MADE AS TO WHEN SUCH SELLING ACTIVITY WILL TERMINATE. NEITHER RALPH E. FAIR, INC., NOR ITS AGENTS OR SALES REPRESENTATIVES SHALL BE LIABLE OR RESPONSIBLE FOR ANY PERSONAL INJURY OR FOR ANY LOSS OR DAMAGE TO PERSONAL PROPERTY WHICH MAY RESULT FROM THE FAILURE OF THE SECURITY SYSTEMS AND PROCEDURES OF FAIR OAKS RANCH UNIT AE.

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 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 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 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.

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The covenants, conditions and restrictions herein shall be effective until September 1, 2020, 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, 2020, 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, 2020, 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 31st day of August, 1993.

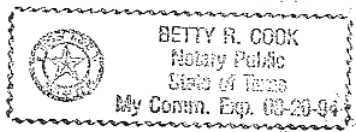
RALPH E. FAIR, INC.

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

(Corporate Acknowledgement)

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me, the undersigned authority, on the 31st day of August, 1993, by Robert J. Weiss, Jr., President of Ralph E. Fair, Inc., a Delaware corporation, on behalf of said corporation.



Betty R. Cook
Notary Public, State of Texas

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