

TO THE PUBLIC

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AMENDMENT OF RESTRICTIONS
FAIR OAKS RANCH, COMAL COUNTY UNIT 3

The Restrictions Committee for Fair Oaks Ranch, Comal County Unit 3, ("Committee" herein) organized pursuant to Public Restrictions filed in Comal County Property Records at Volume 12, page 101 et seq. in 1997, as thereafter amended by that Amendment of Limitations and Restrictions recorded at Volume 8085, page 1185 of the Comal County Property Records in May, 1999 (collectively "Restrictions" herein), having met and duly considered the following amendments to the restrictive covenants and use limitations set forth in such Restrictions, in furtherance of the uniform plan for the development of the above units as a high class residential area, and pursuant to Paragraph C of such Restrictions relating to the amendment of such Restrictions applying to that the land described according to plat recorded in Volume 12, Pages 101 of the Deed and Plat Records of Comal County, do hereby adopt the following amendments to the Restrictions as previously amended or modified.

1. 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.
2. Submission of plans and specifications of improvements for approval as required in these Restrictions as amended 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 Fair Oaks Ranch Homeowners' Association.
3. The Amendment of Limitations and Restrictions of May 1999 recorded at Volume 8085, Page 1185 is hereby re-adopted and incorporated herein.
4. The Restriction Committee for Comal County, Unit 3 ("Unit C-3") may act as the Restriction Committee for Comal County Unit 4 ("Unit C-4"), and the Restriction Committee for Unit C-4 may act as the Restriction Committee for Unit C-3; members of the Restriction Committee for Unit C-4 may reside in Unit C-3, and a member of the Restriction Committee for Unit C-3 may reside in Unit C-4. Unless hereafter separated by a resolution of the Committee, then, the Restriction Committee for Unit C-4 shall also be the same and comprise the same Committee members as that for Unit C-3. The number of members serving on the Restriction Committee may be as high as five (5)

members but need not necessarily be as many as five (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 at the time of the filing hereof is as indicated below. The Restrictions are further amended such that the filling of a vacancy on the Committee need not be filed with the Comal County Deed Records. Information relating to the composition of the Committee is readily available through the Fair Oaks Ranch Homeowners Association, Inc. Paragraph C of the Restrictions are hereby amended to the extent inconsistent with this Paragraph. Any reference to the Architectural Control Committee will be considered one and the same as the Restriction Committee ("Committee" herein).

5. The Restrictions for Unit C-3 are hereby amended to the extent it is inconsistent with any of the provisions herein. No part of the prior Restrictions are stricken or removed unless expressly indicated herein.
6. It is understood that one who has violated these Restrictions as amended will be responsible to the Committee for all expenses, attorneys fees and court costs incurred by or on its behalf in connection with any enforcement of these Restrictions as amended.
7. Paragraph A (5) of the Restrictions is hereby modified to add the following: This Paragraph shall also be applicable to construction of swimming pools. Further, the construction of any detached garage, storage building, guest house, other out building, or swimming pool will not be permitted forward of the front house line. The location of any swimming pool shall be located substantially behind the main dwelling.
8. Paragraph A (7) of the Restrictions is hereby modified to add the following: This paragraph regarding limitations and prohibitions as to trailer houses, motor home, tents, boats, recreational vehicles and travel trailers shall also be applicable to any trailer and farm and lawn tractors.
9. Paragraph A (9) of the Restrictions is hereby modified to add the following: Solid fencing of any kind (whether concrete, wood, or other material) will not be permitted. The use of any form of chain link fencing will not be permitted.
10. Paragraph A (20) of the Restrictions is hereby amended to strike the word "asphalt." Therefore, all driveways must be paved with concrete.
11. Paragraph A (24) of the Restrictions is hereby modified to add the following: Wood is no longer an acceptable material with which to construct the small fence around electrical transformers. Rock and brick remain acceptable. Appropriately positioned boulders and/or plants sufficient to shield substantial view of such transformers are acceptable. Whether rock, brick, or boulders/vegetation is used, sufficient access should be made available to City Public Service or their agent to service or remove such transformer.
12. Paragraph B (Plans and Specifications) is hereby modified to add the following. This paragraph is also applicable not only to construction but any alteration (mere repair or maintenance is not alteration but any change of color shall be considered an alteration) of

any dwelling or improvement after the date hereof, including Lot 1801. In considering plans and specifications submitted for construction or alteration of any dwelling, detached garage, guest house, shed, fence, swimming pool, or other outbuilding or improvement, the Committee will evaluate how the new construction or alteration will harmonize with existing structures with respect to exterior design and color.

Now, therefore, pursuant to the Public Restrictions, the undersigned affirms the adopting of these amendments to the Public Restrictions effective from and after the date of the filing hereof with the Comal County Real Property records or its equivalent.

Witness my hand this 21 day of March, 2003.

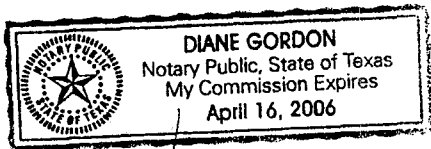
Restrictions Committee, Comal County, Unit 3

By: Sandy Gonzalez
Sandy Gonzalez, Its Chairperson

State of Texas §
 §
County of Comal §

Before me, the undersigned authority on this day personally appeared Sandy Gonzalez, Chairperson of the Restrictions Committee/Architectural Review Committee for Fair Oaks Ranch, Comal County Unit 3, personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes therein expressed and in the capacity therein stated after the requisite number of members of such Committee voted in support of the adoption and filing of the foregoing instrument. Indeed, as indicated by each current member's signature below, the vote among the Committee in support of these amendments was unanimous.

Given under my hand and seal of office this 21 day of March, 2003.



Diane Gordon
Notary Public in and for the State of Texas
My Commission Expires: _____

Barbara Hargroder
Barbara Hargroder, Member

Zins Matthews
Zins Matthews, Member

Richard Lynch
Richard Lynch, Member

Tony Mitchell
Tony Mitchell, Member

AFTER RECORDING RETURN TO:

Peter L. Kilpatrick, Attorney
Langley & Banack, Inc.
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for Fair Oaks Ranch, Comal County Unit 3

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COMAL COUNTY
JOY STREATER
COUNTY CLERK
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STATE OF TEXAS
COUNTY OF COMAL

This is to certify that this
document was FILED and
RECORDED in the Official
Public Records of Comal
County, Texas on the date and
time stamped thereon.



Joy Streater
COUNTY CLERK

Amendment of Limitations and Restrictions

99- 0151698


The Restrictions/Architectural Review Committee for Fair Oaks Ranch, Comal County Units C-3 and C-4, organized pursuant to Public Restrictions filed in Comal County, having met and duly considered the following amendments to the restrictive covenants and use limitations, in furtherance of the uniform plan for the development of the above units as a high class residential area, do hereby adopt the following amendments:

4. Paragraph A (3) is amended to require that the exterior of all chimneys shall be 100% masonry and shall not include masonite, hardiplank or other similarly manufactured siding or panel materials.
5. Paragraph A (4) is amended to require that all main dwelling units (including patios) shall be set back at least 40 feet from the rear lot lines.
6. Paragraph A (6) is amended to state that the doors on garages attached to the dwelling must face to either the side or rear property lines. They may not face the front property line. Property lines on street-sides of corner lots shall be considered "front property lines."

Now, therefore, pursuant to the Public Restrictions, the undersigned affirms the adoption of these amendments to the Public Restrictions effective from and after May 19, 1999.

Witness my hand this 26 day of May, 1999.

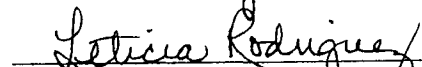
Restrictions/Architectural Review
Committee, Comal County, Units C3 and

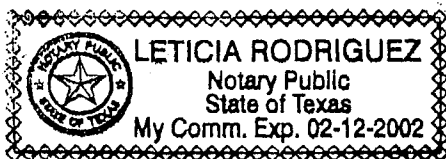
C4.

Chairman, Unit C3 and C4

State of Texas

Before me, the undersigned authority on this day personally appeared JONATHAN PALMQUIST Chairman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 26th day of May, 1999.


Notary Public in and for State of Texas
My commission expires: 2-12-2002



RALPH E. FAIR, INC.
TO THE PUBLIC
RESTRICTIONS
UNIT C-3

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

THAT WHEREAS, RALPH E. FAIR, INC., is the owner of the land and premises known as UNIT C-3, OF FAIR OAKS RANCH, COMAL COUNTY, TEXAS, described according to plat recorded in Volume 12, Page 101, Plat Records of Comal County, Texas, comprising 31.84 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 (with the exception of Lot 1801, which may be used for the construction of a church), including other appurtenant structures permitted under the terms hereof, with 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

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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, but not to exceed nine (9) months in total from the time of completion, provided such use is approved in writing by the 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 residential buildings shall be constructed with rock, stucco or brick, for 85% or more of the total exterior wall area. Window and door openings shall be included as rock, stucco or brick. 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; a sample of any other sidings must be submitted to the Committee.

Roofing shall be either slate, tile, metal with standing seams, or composition or fiberglass architectural dimensional 30 year manufacturer's design roofing.

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.

(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 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 for a period more than twenty-four (24) hours, unless they are in an enclosed structure or in a screened area which prevents the view thereof from adjacent Lots, and streets. 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) Fuel oil, propane or butane tanks located on any Lot shall be placed so as not to be visible from other lots or from the street fronting the Lot.

(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) Beginning at a point 100 feet from the front property line, or the front building line of the home, whichever is further, the Committee may consider alternate types of fencing to wood, stone, brick, or ornamental iron.

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 the residence must be on a leash or under fence. School or FFA animal projects may be considered by the Committee, with the exception of swine. Any project approved will be for a specified time only.

(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 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.

(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 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) (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 sewage system meeting the approval of all city, 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. 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 Restrictions Committee for approval.

(b) All construction of swimming pools and required fencing has to be approved by the Restrictions Committee and comply with the ordinances of Fair Oaks Ranch, Texas, concerning same.

(18) The drilling of water wells on any lot is prohibited, except at designated easement locations owned by Glenpool Corporation.

(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.

(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 of the fence 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) Access to Lot 1802 is permitted only from an interior subdivision street; no access shall be allowed from Ralph Fair Road to said lot.

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 EXPENSE OF THE COMMITTEE IN REVIEWING THE PLAN AND MAKING REQUIRED 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 may be increased after 1996 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.

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, 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 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 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, 2008, by instrument recorded in the Official Public Records of Real Property of Comal County, Texas, the undersigned shall appoint the Restriction Committee for Fair Oaks Ranch Comal County Unit C-4 to serve as the Restriction Committee for Fair Oaks Ranch Comal County Unit C-3, the said Fair Oaks Ranch Comal County Unit C-4 being a unit immediately adjacent to Fair Oaks Ranch Comal County Unit C-3 and having the same or similar interests in the furtherance of the uniform plan for the development of both units as high-class residential subdivisions. Property owners in Fair Oaks Ranch Comal County Unit C-4 will be eligible to be named as members of the Restriction Committee for Fair Oaks Ranch Comal County Unit C-3. The appointment of said Restriction Committee shall be for service as such from and after such appointment until their successors are elected as hereinafter provided. 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 (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 Comal County, Texas. Notwithstanding the foregoing, however, it is expressly understood that any time after July 1, 2008, 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 Comal 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 Comal 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 offices 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, by-laws 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 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.

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 Comal 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 9th day of April, 1997.

RALPH E. FAIR, INC.

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

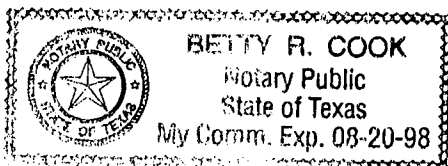
(Corporate Acknowledgement)

STATE OF TEXAS §
COUNTY OF §

This instrument was acknowledged before me, the undersigned authority, on the 9th day of April, 1997, 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

RIUNITC-31LP



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