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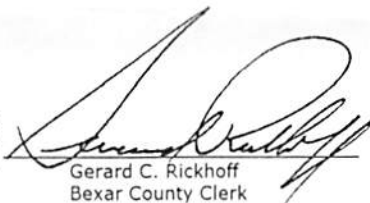
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STATE OF TEXAS, COUNTY OF BEXAR

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Gerard C. Rickhoff
Bexar County Clerk

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE FALLS AT FAIR OAKS RANCH**

P.O. Box 1274
Boerne, Tx. 78006

STATE OF TEXAS
COUNTY OF BEXAR

This amended and restated Declaration of covenants, conditions and restrictions, for the subdivision called The Falls at Fair Oaks Ranch, is made on the date hereinafter set forth by the property owners of The Falls at Fair Oaks Ranch (collectively "owners") for the purpose of adopting the covenants, conditions and restrictions contained herein to preserve the property values in said subdivision. This Declaration replaces the documents filed of record in Volume 9531, Page5, Plat Records of Bexar County, Texas, comprising 10.64 acres, more or less, and said tract of land and premises being herein referred to in all of the official public records of real property of Bexar County, Texas, and any other restrictive covenants, conditions and assessments affecting the subdivision.

Whereas, Declarant desires to subject such real property to the protective covenants, restrictions, reservations, liens, and easements hereinafter set forth for the benefit of such property and the present and future owners thereof;

Now, therefore, owners hereby declare that all of the property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. These easements, covenants, restrictions and conditions shall run with the property and be binding on all parties and assigns, and shall insure to the benefit of the owners and each owner thereof.

ARTICLE I

ADDITIONAL DEFINITIONS

1.1 Architectural Control Committee. The terms "Architectural Control Committee" or "ACC" shall mean the committee of the Association that has the power, authority and duties more fully described in Article V of this Declaration.

1.2 Articles. "Articles" shall mean the *Articles of Incorporation of The Falls at Fair Oaks Ranch* filed in the office of the Secretary of State of Texas and any amendment thereof.

1.3 Assessments. "Assessments" shall mean those charges established by this Declaration upon the Lots, including annual assessments, special assessments and specific assessments.

1.4 Association. "Association" shall mean and refer to The Falls at Fair Oaks Ranch, its successors and assigns. Except as the context otherwise requires, "Association" shall mean the Board of Directors acting on behalf of the Association.

1.5 Board. The terms "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

1.6 Bylaws. "Bylaws" shall mean the Bylaws of the Association and any amendment thereof.

1.7 Builder. The term "Builder" shall mean a third party purchaser or owner of a Lot or Lots who purchases such Lot or Lots for the sole purpose of building improvements on the Property.

1.8 Common Areas. "Common Areas" shall mean those areas listed below in which the Association shall maintain, upkeep and repair:

- (a) Any and all common areas including Lots 994, 995 and 997 as well as any other areas depicted on the Plat for the Development.
- (b) Any and all landscaping, entry way features, signage, screening walls, irrigation systems, lighting and improvements located within the Development other than on a Lot, including, but not limited to, the entry features, signage and screening.
- (c) Any and all landscape and drainage easements, detention ponds, rights-of-way, and common areas within or adjacent to the Development to the extent same is not maintained by any governmental agency or other entity.

1.9 County. "County" shall mean Bexar County, Texas.

1.10 Governing Documents. "Governing Documents" shall mean all documents adopted and filed of record in the Official Public Records of Bexar County, Texas, or filed in the Office of the Secretary of State of the State of Texas, as applicable, that govern the establishment,

maintenance or operation of the Association, including, without limitation, the Articles, Bylaws, Declaration, Design Guidelines, rules, regulations, policies and procedures of the Association, as each may be amended, restated or supplemented from time to time.

1.11 Governmental Authority. "Governmental Authority" shall mean any federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any departmental agency thereof) exercising jurisdiction over a particular subject matter.

1.12 Home. "Home" shall mean a single-family residential unit constructed on a Lot being a part of the Property, including the parking garage utilized in connection therewith, if applicable, and the Lot upon which the Home is located.

1.13 Improvement. The term "Improvement" shall mean every structure, fixture, addition, and all appurtenances thereto, of every type and kind located above, below, on or to, the Property, including but not limited to, residences, buildings, outbuildings, storage sheds, patios, tennis courts, basketball goals, above or below ground swimming pools, garages, storage buildings, fences, trash enclosures, screening walls, retaining walls, stairs, decks, poles, signs, exterior air conditioning, water softener fixtures or equipment and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.14 Lienholder. The terms "Lienholder" or "Mortgagee" shall mean the holder of any mortgage lien, construction lien, home improvement mortgage lien or a home equity lien on any Lot, Home or Improvements.

1.15 Lot. "Lot" or "Lots" shall mean and refer to a portion of the Property designated as a Lot on the Plats of the Property, excluding open space, streets, and any Common Areas. Where the context requires or indicates, the term Lot shall include all Improvements which are or will be constructed on the Lot.

1.16 Member. "Member" shall mean and refer to every person or entity holding membership rights in the Association. All Owners shall be Members in the Association.

1.17 Owners. "Owner" shall mean and refer to a Person who obtains fee simple title to any Lot but does not include a Person having an interest in a Lot solely as security for an obligation. If more than one Person owns a Lot, then each Person shall be deemed an Owner of the fractional interest in such Lot, but such fractional Owner shall be jointly and severally liable for all of the obligations attributable to the Lot or to the Owner of a Lot in the same manner as if such Lot were owned by one Person.

1.18 Person. "Person" shall mean any individual, partnership, firm, association, corporation, limited liability company, limited liability partnership, trust, or any other form of business or Governmental Authority.

1.19 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or creation of any Improvement, including but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, signage, lighting, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, all other documentation or information relevant to such Improvement.

ARTICLE II

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 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 2,500 square feet of main dwelling living area, exclusive of porches, garages, and breezeways.

2. All lots in the subdivision shall be used for residential purposes only. No residential building shall remain incomplete for more than nine (9) months without cause after construction has commenced. Construction time may be expanded upon notification to the Architectural Control Committee (ACC) in three month increments. The cost to the lot owners will be \$75.00 fee per three month period.

3. 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 ACC.

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

(b) All dwelling units hereafter constructed in such subdivision shall be constructed in a good and workmanlike manner with the use of new materials and in such a way as to present a neat and attractive appearance in the area thereof, 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 children's playhouses when approved by the ACC for size, location and color. Such request for approval must first be submitted to the ACC in writing with the appropriate plans and specifications.

5. 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, or brick. Window and door openings shall be included as masonry. Notwithstanding the foregoing, the ACC is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advance 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 and colors approved by the ACC of a type and color matching that of the exterior walls of the house.

6. All main dwelling units (including patios) constructed in the subdivision shall be set back at least 20 feet from the front property line of each lot in the subdivision and shall be set back at least five (5) 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). On golf course fairway lots, beginning at the golf course property line, no structures of any type, including, but not limited to, patios, decks, gazebos, swimming pools, private golf cart paths, or fences (except the subdivision fence) shall be constructed within 30 feet of the back property line. All such improvements on any lot in the 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 ACC thereafter provided for.

7. No trailer house or mobile home shall be permitted on any lot in the subdivision, with the exception that one vacation type mobile home or other type of recreational vehicle may be parked in the rear of a main dwelling unit in the subdivision, provided it is not used as living quarters and provided, it is kept in a closed garage or other enclosed area approved by the ACC that is not visible from the golf course fairways, streets, or adjoining property. It is prohibited to park a trailer house, mobile home, motor home, camper, any other type of recreational vehicle or boat on the streets in the subdivision or in front of any dwelling unit. It is also prohibited to park such vehicles or boats in such a manner as to be visible from the streets or golf course fairways. All such recreational vehicles, mobile homes, or boats must be kept in closed garages or other enclosed areas approved by the ACC.

8. Any fuel, oil, propane, or butane tanks shall be located so as not to be visible from the golf course fairways or from the streets in the subdivision. Propane tanks larger than 500 gallons must be below ground.

9. (a) No fences shall be constructed within the 30-foot setback line of the back lot line of all golf course fairway lots. All fencing shall be constructed of wood, stone, or brick, unless otherwise approved by the ACC. Only fences constructed of quality materials and good workmanship will be allowed. ALL FENCES MUST BE APPROVED BY THE ACC PRIOR TO CONSTRUCTION, BOTH AS TO QUALITY OF MATERIALS AND AS TO CONSTRUCTION, AS WELL AS, THE LOCATION THEREOF.

(b) Each homeowner with a lot backing on the golf course is responsible for upkeep of the fence separating the lot from the golf course. Any changes to color or structural design must be approved by the ACC.

10. No animals will be permitted on any lot in the subdivision except household pets, (not to exceed two of any type of animal nor a total of four) with it being specifically understood that no livestock of any type will be permitted on any part of the subdivision. Pets maintained outside of a residence must be on a leash or under fence. Any outside pets creating a nuisance or disturbance to the community will not be allowed.

11. No firearms shall be discharged nor shall any hunting be done with any type of weapon within the subdivision.

12. No part or portion of the subdivision shall be used as a junk yard or as an area for the accumulation of scrap or used materials and no part of the subdivision shall be used for any purpose that is obnoxious or offensive to the owners of other lots in the subdivision, nor shall anything be done in the subdivision that becomes an annoyance or nuisance to the owners of other lots in the subdivision.

13. 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 PERMITTED.

14. No garbage or other waste shall be kept except in sanitary containers. No garbage containers shall be visible from the street or golf course fairways, except on the regular garbage pickup day.

15. No professional, business, or commercial or general retail type office or studio which is open for regular public visitation or sales activity to which the general public is invited shall be conducted on any lot.

16. (a) No outside toilets or privies shall be permitted on any lot. All toilet facilities, kitchen sinks, washing machines, bathroom drains, etc., shall be connected to the central sewage system. The exception would be portable toilet facilities placed on a lot during the course of construction. Said placement must be approved by the ACC.

(b) Homeowners who have private swimming pools are required to coordinate with the sanitation plant management prior to draining the pool into the central sewer system.

17. The drilling of water wells on any lot is prohibited.

18. All driveways and sidewalks must be paved in concrete with a pebble washed finish. Decorative borders of stone, brick, or other materials may be used if first approved by the ACC. Rear patios, decks and/or walkways may be pebble washed concrete, brick, stone, stamped concrete, wood, or other such treatments as may be approved by the ACC.

19. 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.

20. Ham radio antennas, outside television antennas, earth satellite stations or other similar high towers or antennas shall not be allowed on any lot without prior written approval of the ACC.

21. All property owners are required to maintain their lots, whether vacant or occupied, so as not to become overrun with tall grass, heavy brush, rubbish, or trash. If, in the opinion of the ACC, any property owner's lot becomes so overrun with tall grass, brush, rubbish, or trash so as to cause a nuisance in the subdivision, both The Falls @ Fair Oaks Ranch Homeowners Association and the Fair Oaks Ranch Homeowners Association are authorized to clean up said lot at the expense of the property owner. If said cleaning fee is not paid within 60 days from the date of said cleanup, the expense of the cleanup will become a lien on the property in favor of the Homeowners Association cleaning up the lot until paid.

22. Nothing shall be done or kept on any lot in the subdivision which would increase the rate of insurance or cause the cancellation of insurance on any lot or any of the improvements located thereon without the prior written approval of the ACC.

23. No lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the owner thereof without the prior written approval of the ACC.

24. No improvements shall hereafter be constructed upon any of the lots in the subdivision without prior written approval of the ACC. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any improvement, or the removal of any improvements, shall be performed only with the prior written approval of the ACC.

25. (a) No article deemed to be unsightly by the ACC shall be permitted to remain on any lot so as to be visible from the golf course fairways, adjoining property, or public or private streets. Without limiting the generality of the foregoing, trailers, graders, trucks larger than three-quarter ton, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, outdoor playsets, swing sets, basketball goals, and garden maintenance equipment shall at all times, except when in actual use, be kept in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures.

(b) The street parking of any vehicle, except visitor vehicles, is prohibited. Visitor street parking is limited to 72 hours unless the ACC approves a homeowner requested extension of that period.

- (c) Service areas, storage areas, compost piles, and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the lot except within closed structures or appropriately screened from view.

26. Each owner shall keep all shrubs, trees, grass, and plantings of every kind on such owner's lot cultivated, maintained, pruned, and free of trash and other unsightly material. Declarant, The Falls @ Fair Oaks Homeowners Association, and the ACC shall have the right, at any reasonable time, to enter upon any lot to replace, maintain, and cultivate shrubs, trees, grass, or other plantings located thereon, and to charge the cost thereof to the owner of the lot.

27. Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or enforceable for any reason or to any extent; however, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms, or provisions. Any owner acquiring a lot in reliance on one or more of such restrictive covenants, terms, and provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the lot agrees to hold Declarant, its agents, and attorneys harmless with respect thereto.

28. No tree with a circumference larger than twenty-eight (28) inches as may be removed from any lot or destroyed without the prior written consent of the ACC. For the purpose of determining the size of the tree, the circumference will be measured one foot above the average natural level of the ground at the base of the tree, and the Restriction Committee ruling with respect to any tree is final and binding on all parties. No concrete, asphalt, or impervious cover of any kind shall be placed within the drip line of any tree twenty-eight (28) inches or larger in circumference without the prior written consent of the ACC. The drip line is defined as the line on the ground directly below the farthest extremities of the branches of the tree. The ACC's determination of the location of the drip line shall be final and binding on all parties. Parking areas located within the drip line of any tree twenty-eight (28) inches larger in circumference shall be constructed of a pervious or porous cover such as porous asphalt, grass, crete, or other similar material, unless the use of other materials is approved in writing by the ACC prior to construction.

29. All construction must conform to plans and specification approved in writing by the ACC.

30. Unless otherwise approved in writing by the ACC, that portion of the yard of each lot bounded by the street lot line, the side lot lines, and a line which is even with the back walls of the residence on such lot, shall be fully sodded and/or completely landscaped as designated in the ACC approved landscaping plan. Existing trees on each lot shall be preserved to the extent practicable. An underground sprinkler system is required.

31. All lots shall have an individual mailbox that is constructed of similar masonry materials to match the masonry construction materials used in building the home on that particular lot, unless otherwise specified by the U.S. Postal Service. The design, structure and location of the mail box must be approved by the ACC.

32 The subdivision shares a common boundary line with the Raintree Woods Subdivision. There is a fence located on this boundary line which is maintained by the lot owners of the Raintree Wood Subdivision. If the fence is not maintained by the lot owners of the Raintree Woods Subdivision, the Raintree Wood Restriction Committee has the right to repair the fence. Declarant grants the Raintree Woods Restriction Committee and the Raintree Woods Homeowners Association a ten-foot (10') wide easement along the rear property lines of all lots in the subdivision that adjoin Raintree Woods Subdivision. This easement shall be solely for the purposes of maintaining and repairing the fence.

B. PLANS AND SPECIFICATIONS

1. PRIOR TO THE CONSTRUCTION OF ANY SINGLE FAMILY DWELLING UNIT, FENCES, OTHER BUILDING, OR OTHER IMPROVEMENT IN THE SUBDIVISION, A COMPLETE SET OF PLANS AND SPECIFICATIONS MUST BE SUBMITTED, FOR REVIEW AND APPROVAL OF THE ACC. 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, 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 a said lot. The plot plan must also show the location of all trees on the lot and shall designate which trees will be destroyed by the proposed improvements. Each set of plans and specifications must contain a landscape design plan prepared by a landscape architect approved by the ACC. The ACC may require a minimum dollar amount to be budgeted and spent on landscaping on each lot. The ACC shall have the right to adopt procedural and substantive rules as it deems necessary or proper for the performance of its duties as long as these rules do not conflict with these restrictions.
2. Failure to receive a response from the ACC within thirty (30) days from the date of submission will constitute approval of said plans and specifications.

C. ARCHITECTURAL CONTROL COMMITTEE (ACC)

1. The ACC will consist of at least three but not more than five members appointed each year by the Board of Directors. The Board is required to have an active ACC at all times.
2. 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 ACC.
3. The ACC retains the right in furtherance of a uniform plan for the development of the subdivision as a high class residential subdivision to grant variances from these restrictive covenants and use limitations, provided they, in the exercise of their best judgement and discretion, are of the opinion that any such variances would be in furtherance of the uniform plan for the development of the subdivision. The ACC shall also perform all the other duties and obligations imposed upon it under the provisions hereof.

D. HOMEOWNERS ASSOCIATIONS

All lot owners shall become and continue to be members of both the Fair Oaks Ranch Homeowners Association and The Falls @ Fair Oaks Ranch Homeowners Association and agree to comply with their 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 these memberships and to perform and be bound by the obligations, terms, and conditions of membership in both Homeowners' Associations in accordance with their duly provided charters, by-laws, and resolutions.

E. COMMON AREAS

1. As set out herein, the Association will own or maintain all Common Areas. Owners will assist in the upkeep and maintenance of the Common Areas only through their financial contribution set out herein, and will have no further financial obligation to the upkeep and maintenance of the Common Areas. The Association is solely obligated to maintain and improve the Common Areas to enhance the safety, security and overall appearance of the Development. As such, the Association shall not, except as the Association may reasonably deem appropriate to comply with applicable laws or to protect or benefit the health, safety or welfare of the Development or the Members, cause any buildings or permanent structures to be constructed within the Common Areas, or allow any interference or conflict with the natural or planted vegetation or trees in the Common Areas.

2. The Association shall have the following rights with regard to the Common Areas:

- (a) The right to dedicate or transfer all or any part of the Common Areas to any public agency or authority subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective without the written consent of Owners holding at least sixty percent (60%) of the total votes in the Association. Such consent shall be obtained in accordance with the notice and methods specified in the Bylaws.
- (b) The right to borrow money for the purpose of improving the Common Areas. Any such loan must have the prior written consent of Owners holding at least sixty percent (60%) of the total votes in the Association. Such consent shall be obtained in accordance with the notice and methods specified in the Bylaws.
- (c) The right to enter upon and make rules and regulations relating to the use of the Common Areas and the right to entry upon any access, maintenance or other easements for the purposes of maintaining the Common Areas.

3. The recordation of this Declaration shall serve as confirmation of any previous dedication and conveyance to the Association without consideration of the fee simple title to the Common Areas.

(a) "Common Areas" shall mean all property owned by The Falls Association for the common use and enjoyment of the lot owners in the subdivision

(b) Every lot owner in the subdivision shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and pass with the title to every lot, subject to all easements reflected on the plat of the subdivision and the right of The Falls Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as The Falls Association deems appropriate.

(c) Every lot owner in the subdivision shall have the right to use lot 997 for purposed of ingress and egress from the owner's lot to and from Fair Oaks Parkway.

F. ASSESSMENTS

1. The Falls @ Fair Oaks Ranch Homeowners Association (which is referred to in this Paragraph E. as "The Falls Association") may, from time to time, levy assessments against each lot within the subdivision for the purposes authorized by these restrictions. No assessments shall be levied against any lot owned by The Falls Association. The amount of the assessments shall be equal and uniform among all lots in the subdivision except those owned by The Falls Association. Assessments may be levied for the following purposes: improving and maintaining the Common Areas, including without limitation, lots 994, 995, and 997 and the front fence and gate; maintaining vacant lots in a subdivision; control and security services; street lighting; payment of utility services in connection with the Common Areas; maintaining the landscaping of the front and side yards of all lots in the subdivision; maintain the landscaping on lot 996, if it is not maintained by its owner; and the administration, interpretation, and enforcement of these restrictions including without limitation, management fees, accounting fees, court costs, and attorney's fees. Lot 996 is not subject to any maintenance fees or assessments.

2. All assessments that are not paid when due shall bear interest at the rate of ten percent (10.00%) per annum or at a greater rate as set by The Falls Association, provided the rate shall not exceed the maximum non usurious rate of interest allowed by law. Each unpaid assessment, together with interest thereon and all costs of collection, as hereinafter provided, shall be the personal obligation of the owner of the lot against which the assessment was levied. The Falls Association may enforce payment of the assessment in accordance with the provisions of these restrictions. To secure the payment of all assessments, a vendor's lien is hereby retained on each lot in favor of The Falls Association and it shall be the same as if a vendor's lien was retained in favor of Declarant and assigned to The Falls Association, without recourse, in any manner on Declarant for payment of any such assessment. This lien shall be enforceable in the manner provided in section 51.002 of the Texas Property Code, as hereafter amended. This lien shall be

junior, subordinate, and inferior to any first or second lien mortgage (all renewals and extensions thereof) granted by the owner of any lot to secure the repayment of sums advanced for the purchase price of the lot or any permanent improvements constructed thereon.

3. The Falls Association shall establish a maintenance fund in which all monies (including assessments) paid to The Falls Association shall be deposited and from which disbursements shall be made in performing the functions of The Falls Association under these restrictions. The funds of The Falls Association shall be used solely for the purposes authorized by these restrictions as they may from time to time be amended.

4. Prior to the beginning of each calendar year, The Falls Association shall estimate the expenses to be incurred by it during the next year in performing its functions under these restrictions; including without limitations, the cost of providing funds for contingencies and appropriate replacement reserves. Assessments sufficient to pay such estimated expenses shall then be levied as herein provided, and the amount of assessments set by The Falls Association shall be final and binding so long as it is made in good faith. If the sums collected pursuant to such levy are inadequate for any reason, including non-payment of any individual assessments, The Falls Association may, levy further assessments in the same manner as described above. All such regular assessments shall be due and payable to The Falls Association in equal monthly installments on or before the first day of each month or in such manner as the board may designate in its sole and absolute discretion.

5. In addition to the regular annual assessment described above, The Falls Association may levy special assessments whenever, in The Falls Association's opinion, such special assessments are necessary to enable The Falls Association to carry out its functions under these restrictions. The amount of any special assessments shall be at the reasonable discretion of The Falls Association.

G. DURATION AND AMENDMENT

1. 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 The Falls Homeowners' Association, or any one or more of the owners 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 Falls Homeowners' Association, or any one or more of the owners of properties in the subdivision shall have the right to enforce the restrictive covenants and use limitations herein provided for on the 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 Declarant, the ACC, 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 the subdivision shall accordingly have their remedy for the damages suffered by them as a result of any breach, and in connections therewith, it is understood that in the event of a breach of these restrictions and use limitations by the owner or any lot or lots in the subdivision it will be conclusively presumed that the other owners of lots in the subdivision have been injured thereby.

It is further expressly understood that the Declarant shall continue to have the right to enforce such restrictive covenants and use limitations after all property has been sold by the Declarant but shall have no obligation to do so.

2. 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 neither the Declarant nor the ACC shall have any obligation to bear such expense, although they may contribute such expense if they so desire.

3. 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 the subdivision, with each lot in the subdivision having one vote, taken prior to September 1, 2030, or of any current extended period, and filed for record in the Deed Records of Bexar County, Texas, it is agreed that these restrictive covenants and use limitations shall terminate as to the subdivision on September 1, 2030, or current extended period.

4. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, 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.

5. Amendments to these Deed Restrictions must be approved by a majority of owners at a duly called meeting attended by a quorum, as required in the by-laws of the Falls HOA.

Approved by the Members of The Falls at Fair Oaks Ranch Homeowners' Association at the annual meeting, April 19, 2018.

EXECUTED this 20 day of APRIL 2018

The Falls at Fair Oaks Ranch Homeowners' Association.

By: Judith Hoffman

Name: JUDITH HOFFMAN

Title: PRESIDENT BOARD OF DIRECTORS
THE FALLS HOA @ FAIR OAKS RANCH

STATE OF TEXAS

COUNTY OF BEXAR

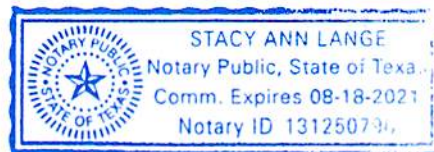
This instrument was acknowledged before me on the 20 day of by

Judith Hoffman

President Board of Directors The Falls at Fair Oaks Ranch Homeowners' Association

BEFORE ME, the undersigned authority, on this day personally appeared Judith Hoffman, known to me to be the person whose name is subscribed to in the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 20 day of April, 201⁸₈.



[Signature]

Notary Public, State of Texas



VG-7-2023-20230145016

File Information

**FILED IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20230145016

Recorded Date: August 08, 2023

Recorded Time: 10:12 AM

Total Pages: 3

Total Fees: \$30.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

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 Bexar County, Texas on:
8/8/2023 10:12 AM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk

SCANNED

AMENDMENT TO THE COVENANTS AND RESTRICTIONS OF THE FALLS

AT FAIR OAKS RANCH HOA

P.O. Box 1274

Boerne, TX 78006

Amendment as approved by the general membership of The Falls HOA July 30, 2023
Addition to Covenants and Restrictions, Addition A 33.

The Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Falls at Fair Oaks Ranch was eFiled in the Public eRecords of Bexar County, August 30, 2021, Document Number: 20210240003.

Amendment A 33:

The Falls HOA may request that the following information be submitted to The Falls Board of Directors regarding a lease or rental agreement:

- (1) Contact information, including the name, mailing address, phone number, and email address of the responsible tenant and of each adult person who will reside at a property in The Falls subdivision under a Lease;
- (2) Contact information, including the name, mailing address, phone number, and email address of the property owner;
- (3) The commencement date and term of the Lease, and a copy of the agreement;

Short term rentals/lease of properties are prohibited. A rental/lease period of less than six (6) months will not be authorized. Extensions of existing rentals/leases will be authorized if the parties to the rental agreement remain the same during the period of continued tenancy.

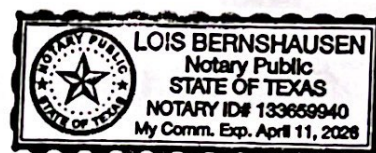
ALL OTHER RESTRICTIONS ARE UNCHANGED.

BEFORE ME, the undersigned authority, on this day personally appeared Tom Mansour, known to me to be the person whose name is subscribed to in the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 2 day of August, 2023.

Thomas J. Mansour
Thomas J Mansour

President, Board of Directors, The Falls HOA



Lois Bernshausen



LUCY ADAME-CLARK

BEXAR COUNTY CLERK

100 Dolorosa, Suite 104
San Antonio, TX 78205

(210) 335-2216
Mon - Fri 8am - 5pm

Visit our website at:
www.Bexar.org

Receipt Number: 20230808000222

Status: ORIGINAL COPY

Description	Document Type	Document #	Book/Vol/Page	# Pages	GF/Serial #	Amount
Real Property Recordings	AMEND	20230145016		3		\$30.00

Total Documents : 1

Total: \$30.00

Payment Method	Payment ID	Authorization #	Amount
Check	3133	Walk In	\$30.00

Tender Subtotal:

Total Payments: \$30.00

Check: \$30.00

Change Due: \$0.00

Client Name: The Falls at Fair Oaks HOA

Date: 08/08/2023 | 10:12AM
Clerk: Brandi A