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## Cibolo Trails Restrictions



Fair Oaks Ranch

Texas

**Consolidated, Amended and Restated  
Restrictions for Cibolo Trails**

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

WHEREAS, Cibolo Trails Units 1, 2 & 3 are encumbered by that certain Ralph E. Fair, Inc. to the Public Restrictions for Cibolo Trails Unit 1 recorded under Clerk's File Number 200406009851, to the Public Restrictions for Cibolo Trails Unit 2 recorded under Clerk's File Number 200506022584 as well as that certain Ralph E. Fair, Inc. to the Public Amendment to the Restrictions for Cibolo Trails Unit 2 recorded under Clerk's File Number 200606002977, and to the Public Restrictions for Cibolo Trails Unit 3 recorded under Clerk's File Number 201006041196 (hereinafter collectively referred to as the "Restrictions") in the Real Property Records of Comal County, Texas; and

WHEREAS the property encumbered by the Restrictions is the Cibolo Trails Unit 1 subdivision ("Subdivision"), Fair Oaks Ranch, Comal County, Texas, according to the plat recorded in Volume 14, Page 371 of Comal County, Texas, comprising 28.86 acres, more or less; and

WHEREAS the property encumbered by the Restrictions is the Cibolo Trails Unit 2 subdivision, Fair Oaks Ranch, Comal County, Texas, according to the plat recorded in Volume 15, Page 91 of Comal County, Texas, comprising 28.82 acres, more or less; and

WHEREAS the property encumbered by the Restrictions is the Cibolo Trails Unit 3 subdivision, Fair Oaks Ranch, Comal County, Texas, according to the plat recorded a total of 38 Lots makeup said subdivision, and

WHEREAS, pursuant to Texas Property Code §209.0041 (h), the Restrictions may be amended by a vote of sixty-seven (67%) of the total votes allocated to property owners entitled to vote on the amendment of the declaration, in addition to any governmental approval required by law, and

WHEREAS, pursuant to Texas Property Code §209.0041 (f), said provision in the Texas Property Code by its terms supersedes any contrary requirement in a dedicatory instrument requiring a higher vote requirement.

NOW, THEREFORE, it is hereby declared that all 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 insure to the benefit of each owner thereof, and in general, will insure the best use and most appropriate development of such subdivision.

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## **ARTICLE 1 DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration will have the meaning hereinafter specified:

**"Applicable Law"** means the statutes and public laws and ordinances in effect at the time a provision of the Restrictions is applied and pertaining to the subject matter of the Restriction provision, including but not limited to, all ordinances and any other applicable building codes, zoning restrictions and permits or other applicable regulations. Statutes and ordinances specifically referenced in the Restrictions are **"Applicable Law"** on the date of the Restrictions and are not intended to apply to the Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

**"Assessment"** or **"Assessments"** means all assessments or other amount a Property Owner is required to pay a Property Owners' Association imposed by the Association under the dedicatory instrument or by law.

**"Association"** means the **CIBOLO TRAILS HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, created to exercise the authority and assume the powers specified in the **BYLAWS** of the **CIBOLO TRAILS HOMEOWNERS ASSOCIATION, INC.** The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Declaration, the Bylaws, and Applicable Law.

**"Board"** means the Board of Directors of the Association.

**"Bulk Rate Contract"** or **"Bulk Rate Contracts"** means one or more contracts which are entered into by the Association for the provision of services of any kind or nature to the Lots. The services provided under Bulk Rate Contracts may include, without limitation, lawn maintenance services, irrigation services, and any other services of any kind or nature which are considered by the Board to be beneficial to all or a portion of the Property. Each Bulk Rate Contract must be approved in advance and in writing by the Board.

**"Bylaws"** means the Bylaws of the Association as adopted and as amended from time to time by a Majority of the Board.

**"Chairman"** means the person elected/appointed who is responsible for facilitating communication between Restrictions Committee members, maintaining the aesthetic and structural integrity of the Association, and enforcing the restrictions. The Chairman forwards all proposed applications for modifications, additions, or architectural changes in the community to the Restrictions Committee members for review, approval/disapproval. The Chairman will also address complaints regarding violations of the restrictions and work to resolve violations in an amicable and timely manner.

**"Common Area"** means any property and facilities that the Association owns or in which it otherwise holds rights or obligations, including any property or facilities held by the Declarant for the benefit of the Association or its Members. Common Areas also includes any property that the Association holds under a lease, license, or any easement in favor of the Association. For maintenance purposes it shall also include maintenance of the area from the curb to the front property line, the entry way and outside the wall along Battle Intense, or as otherwise designated by the Board of Directors.

**"Community"** means a group of people living in the same locality who share a common interest.

**"Declaration"** means this document, filed in the real property records of a county that includes restrictive covenants governing a residential subdivision.

**"Dedictory Instrument"** means each governing instrument covering the establishment, maintenance, and operation of a residential subdivision. The term includes restrictions or similar instruments subjecting property to restrictive covenants, bylaws, or similar instruments governing the administration or operation of a Property Owners' Association, to properly adopted rules and regulations of the Property Owners' Association, and to all lawful amendments to the covenants, bylaws, rules, or regulations.

**"Design Guidelines"** means the standards for design, construction, landscaping, and exterior items proposed to be placed on any Lot which may be amended from time to time. The Design Guidelines may consist of multiple written Design Guidelines applying to specific portions of the property. At the Restrictions Committees option, the RC may adopt or amend from time to time the Design Guidelines for the Property or any portion thereof.

**"Grantor"** The Grantor is any person conveying or encumbering, whom any Lis Pendens, Judgments, Writ of Attachment, or Claims of Separate or Community Property shall be placed on record. The Grantor is the seller (on deeds), or borrower (on mortgages). The Grantor is usually the one who signed the document.



**"Homebuilder"** means an Owner who acquires a Lot for the construction of a single-family residence for resale to a third-party.

**"Improvement"** means all physical enhancements and alterations to the Property, the Common Area, including but not limited to grading, clearing, removal of trees, and site work, alteration of drainage flow, and every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, patios, swimming pools, putting greens, garages, driveways, parking areas and/or facilities, sidewalks, fences, gates, screening, walls, retaining walls, stairs, decks, walkways, landscaping, mailboxes, poles, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, tanks, reservoirs, pipes, lines, meters, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

**"Lot"** means any portion of the Property designated in a Recorded written instrument or as shown as a subdivided Lot on a Plat other than the Common Area.

**"Majority"** means more than half.

**"Members"** means every person or entity that holds membership privileges in the Association. This refers to those persons entitled membership in the Association as provided in the Articles of Incorporation and the Cibolo Trails Bylaws.

**"Mortgage"** or **"Mortgages"** means any mortgage(s) or deed(s) of trust securing indebtedness and covering any Lot.

**"Mortgagee"** or **"Mortgagees"** means the holder(s) of any Mortgage(s).

**"Owner"** or **"Owners"** means the person(s), entity or entities, holding all or a portion of the fee simple interest in any Lot, but does not include the Mortgagee under a Mortgage prior to its acquisition of fee simple interest in such Lot pursuant to foreclosure of the lien of its Mortgage.

**"Plat"** means a Recorded subdivision plat of any portion of the Property, and any amendments thereto.

**"Property"** means that certain real property described above is the land, everything that is permanently attached to the land, and all of the rights of ownership, including the right to possess, sell, lease, and enjoy the land. Real property can be classified according to its general use as residential, commercial, agricultural, industrial, or special purpose.



**"Property Owners' Association"** means an incorporated or unincorporated association owned by or whose members consist primarily of the owners of the property covered by the dedicatory instrument and through which the owners, or the board of directors or similar governing body, manage or regulate the residential subdivision, planned unit development.

**"Record, Recording, Recordation and Recorded"** means recorded or to be recorded in the Official Public Records of Comal County, Texas.

**"Resident"** means an occupant, resident or tenant of a Lot, regardless of whether the person owns the Lot.

**"Restrictions"** means one or more restrictive covenants contained or incorporated by reference in a property recorded map, plat, replat, declaration, or other instrument filed in the real property records or map or plat records. The term includes any amendment or extension of the restrictions. The restrictions, covenants, and conditions contained in this Declaration, the Design Guidelines, Bylaws, Policy Manual, Rules and Regulations, or in any other rules and regulations promulgated by the Association pursuant to this Declaration, as adopted and amended from time to time.

**"Restrictions Committee" or "RC"** (may also be recognized as the Architectural Review Authority) means the committee created pursuant to this Declaration to review and approve or deny plans for the construction, placement, modification, alteration or remodeling of any improvements on a Lot.

**"Rules and Regulations"** means any instrument, whether containing rules, policies, regulations, resolutions, or other similar denominations, which is adopted by the Board for the regulation and management of the use of or activities, and conduct on or within the Property, and the Common Area, including any amendments thereto.

**"Setback Lines"** means a distance from a curb, property line, or structure within which a building or permanent structure is prohibited. Setbacks are building restrictions imposed on Property Owners. Setbacks also allow for public utilities to access the buildings and for access to utility meters.

Local governments create setbacks through ordinances and Building Codes, usually for reasons of public policy such as safety, privacy, and environmental protection.

**"Solar Energy Device"** means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

**"Standby Electric Generator"** means a device that converts mechanical energy to electrical energy and is (a) powered by natural gas, liquified petroleum gas, propane, diesel fuel, biodiesel fuel, or hydrogen; (b) fully enclosed in an integral manufacturer-supplied sound attenuating enclosure; (c) connected to the main electrical panel of a residence by a manual or automatic transfer switch; and (d) rated for a generating capacity of not less than seven kilowatts.

**"Subdivision"** means all land encompassed within one or more maps or plats of land that is divided into two or more parts if the maps or plats cover land within a city, town, or village, or within the extraterritorial jurisdiction of a city, town, or village and are recorded in the deed, map, or real property records of a county, and the land encompassed within the maps or plats is or was burdened by restrictions limiting all or at least a majority of the land area covered by the map or plat, excluding streets and public areas, to residential use only.

**"Variance"** means when property owners request a variance when their planned use of their property deviates from local zoning laws or HOA Restrictions designed to protect property values. A variance can only be approved by the city and if granted, a variance acts as a waiver to some aspect of the zoning law or HOA Restrictions and applies to future property owners if the property is sold.



Cibola Trails Subdivision (Google Maps)



**ARTICLE 2**  
**GENERAL CONSTRUCTION & USE RESTRICTIONS**

NOW THEREFORE, Paragraph A (1) of said Restrictions is amended to provide the following:

**A. COVENANTS AND RESTRICTIONS**

(1) Each of the Lots in this subdivision shall be used only for the construction of one single story single-family residential dwelling, including other appurtenant structures permitted under the terms hereof. Main dwelling units constructed on each Lot shall contain at least the following number of square feet of main dwelling living area, exclusive of porches, garages, and breezeways:

**(a) Single Family Units**

- (i) 1,800 square feet, single story, with attached two-car garage.
- (ii) 2,000 square feet, single story, with detached two-car garage.
- (iii) No dwelling unit or other improvements with a second story living space shall be allowed in the subdivision.

(2) Except as set out below, no commercial use of any Lot shall be permitted. All "model home" signs must be approved by the Restrictions Committee, located within the property, and meet the sign ordinance of the City of Fair Oaks Ranch. Only builders selected by the Grantor or assigns shall be allowed to have signs on any Lot.

(3) Each Lot improved with a residential dwelling must include an attached or detached garage large enough to accommodate under roof a minimum of two (2) full-sized automobiles. Side entry or "hook load" garages will be approved. Front entry garages will be considered for approval by the Restrictions Committee based on garage location/setback/indentation or other structural design characteristics. No garage shall be permanently enclosed for conversion to any other use and open car ports are not permitted.

(4) All driveways must be paved with concrete with a pebble finish.

(5) Plans for all residential dwellings must be submitted prior to construction to the Restrictions Committee for approval as provided for in Paragraph B, "Plans and Specifications below."



(6) All residential units constructed in this 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. No manufactured houses or garages shall be moved onto any Lot in this Subdivision. Commercially constructed children's playhouses, to include their location, must be approved by the Restrictions Committee.

(7) The exterior walls of all residential units 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 masonry. Notwithstanding the foregoing, the Restrictions 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 of material, and the resulting structure will not detract from the general appearance of the neighborhood. Exterior wall/door materials and exterior colors on any building on all Lots shall be restricted to those types approved by the Restrictions Committee.

(8) All siding on residential units must be approved by the Restrictions Committee. No four foot by eight-foot (4' x 8') wood, Masonite or similar panel siding will be allowed. Generally, the Restrictions Committee will approve a rough sawn cedar, fir or spruce wood or Hardie-plank siding; a sample of any other siding material must be submitted to the Restrictions Committee for approval.

(9) Roofing on each residential unit shall be either slate, tile, tarnished metal with standing seams, composition, or fiberglass architectural dimensional shingles. No flat roofs will be permitted. A roof pitch of less than 4/12 must be approved by the Restrictions Committee.

(10) The exterior of all chimneys of residential units shall be 100% rock, brick or stucco masonry of a type and color matching that of the exterior walls of the house.

(11) A plaque or other means of identifying the address of each residence should be placed as close as possible towards the front of the residence and should be easily read from the street at night. Size, color, and material must be compatible with the design and color of the residence. Painted curb numbers are optional but highly encouraged for quick identification by first responders.

(12) All main residential units (including patios) constructed in this subdivision shall be set back at least 20 feet from the front property line of each Lot in this subdivision and shall be set back at least 5 feet from the side and 5 feet from the rear lot lines except on Lot 1943 and Lots 1902 through 1915 where the setback will be at least 10 feet from the rear lot line. Both property lines on street-sides of corner Lots shall be considered "front property lines" for the purposes of setbacks. All residential units on

any Lot in this subdivision must face the street upon which the lot fronts, subject however to any changes thereto as may be granted in writing by the Restrictions Committee.

(13) Prior to the construction of any detached garages, fences or pools on any Lot in this subdivision, plans with four elevations and specifications therefor, including a plot plan showing the proposed location thereof, must be submitted to the Restrictions Committee, and the approval procured from the Committee prior to the commencement of construction/installation. It is understood that the construction of any such detached garages on any Lot in this subdivision without the prior approval of the Restrictions Committee will be conclusively presumed to be in violation of these Restrictions. The Restrictions Committee in furtherance of a uniformed plan for the development of the subdivision shall be vested with the authority to control the location and type of construction of any such detached garages built in this subdivision in order to insure the development of this subdivision. Notwithstanding the foregoing, however, it is expressly understood that the failure of the Restrictions Committee to give notification of its disapproval of any plans, specifications, and plot plan showing the location of the improvements, within thirty (30) days (excluding any circumstance that is beyond the control of the Committee to approve or disapprove) after receipt thereof shall be deemed for all purposes under the provisions hereof as the approval of the improvements.

(14) No garage or temporary building shall be constructed on any Lot in this subdivision and used as a living quarter.

(15) No structure not approved for residential use by the Restrictions Committee, including but not limited to trailers, manufactured housing units, mobilehomes, motorhomes, recreational vehicles, basements, tents, shacks, garages, or other structures, shall be used on any Lot at any time as a residence, either temporarily or permanently.

#### **B. TANKS.**

Any fuel oil, propane, or butane tank (other than tanks customarily used with barbeque equipment) shall be buried in the rear of the Lot so they are not visible (other than the access cover) on the surface of any Lot. Water collection tanks shall be screened or located so as not to be visible from other Lots, the common area or from the street on which the Lot is located. Screening material for tanks must be approved by the Restrictions Committee.





**C. AIR CONDITIONER UNITS/HEAT PUMPS/WATER SOFTNERS/POOL EQUIPMENT**

(1) The location of all air conditioning equipment, heat pump units, watersofteners, pool service or other such equipment must be first approved by the Restrictions Committee before installation or use. In addition, all such equipment should be visually screened from the view from other Lots and Common Areas by such screening including, without limitation, masonry walls, as approved by the Restrictions Committee. All screening walls shall be fully landscaped with landscaping of a type, quality and quantity approved by the Restrictions Committee.

(2) No window or wall type air conditioners or water coolers shall be permitted for use, placed, or maintained on or in any building or in any part of the Property.

**D. PARKING.**

(1) No trailer house, recreational/motor home, utility/tent/boat/travel/farm trailer, lawn tractor, wagons, buses, one ton or larger truck shall be kept, parked, stored, or maintained on any portion of the Lot/street for more than a seventy-two (72) hour period. Relocating to another Lot/street for an additional seventy-two (72) hour period is not authorized. Wrecked, junked, or wholly inoperable vehicles shall not be kept, stored, or maintained on any portion of the Lot unless they are in an enclosed structure. No dismantling or assembling of an auto, recreational/motor home, utility/tent/boat/travel trailer, wagons, buses or any truck, machinery, or equipment shall be permitted in any driveway or on any street. The Restrictions Committee shall have the right, but not the obligation, to tow any vehicles in violation, and towing fees will be charged to the owner.

(2) No vehicle of any type may park on any portion of the Common Area except authorized city vehicles or landscapers contracted by the Board. Private contractors performing work on any Lot within the subdivision must obtain prior approval to park in the Common Area from the Cibolo Trails HOA Board.

(3) Excluding vehicles identified in paragraph (1), on-street parking of any vehicle except visitor vehicles is prohibited; visitor parking is limited to 72 hours unless this limitation is extended by the Restrictions Committee. Visitors of Owners may park a vehicle overnight in the street immediately in front of such Owner's Lot.

(4) Off-street parking in the parking spaces across from 30003 & 30007 Cibolo Run is also limited to 72-hours unless this limitation is extended by the Restrictions Committee.



(5) Graders, tractors, mowers and other yard or garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed garages. No repair or maintenance work shall be done on any vehicle or equipment of any kind (other than minor emergency repairs), except in enclosed garages.

(6) Commercial vehicles (which includes all vehicles having any type of business, commercial or advertising display), construction and repair equipment may be parked in the driveway or in the street in front of any Lot only while a residence or residences are being built or repaired in the immediate vicinity or while providing services to the Lot or residence. Overnight parking of commercial vehicles is not permitted.

#### **E. FENCES.**

(1) All fences and location must be approved by the Restriction Committee.

(2) Only approved 5 ft. high (5'), black ornamental iron fences will be permitted. The approved fence designs shall conform to the appearance and requirements shown on Exhibit "A" & "B" attached hereto.

(3) Screening material attached to the lower interior of the fence that is designed to keep small pets in and wildlife out is permitted as long as the material is black in color and is transparent. Blackout privacy screening material is not permitted.

(4) Garden fencing (decorative fencing used to enhance the appearance of a garden or other landscaping) must be approved by the Restrictions Committee prior to installation.



(5) Temporary fences or support used to protect newly planted bushes, trees or other vegetation are permitted. They must be aesthetically appealing, and they must be removed when they no longer serve a purpose.

(6) Maintenance of fences, including the wall originally installed by the Developer will be the responsibility of the owner of the Lot on which the fence/wall sits. The Developer-installed wall may not be altered, taken down or changed in color without approval of the Restrictions Committee. If repairs are made to the wall, the same type of materials that were used in the original constructions will be used for the repair.

**F. LANDSCAPING:**

**TREES:** All landscaping of Lots will include a minimum of three (3) Bur Oak, Monterey Oak, Live Oak, Shumard Red Oak, Texas Red Oak, Maple, Big Tooth Aspen, Cedar Elm, or Blue Pyramid Cypress trees. All tree locations and any trees not listed must be approved by the Restrictions Committee. Each tree must be at least three (3) inches in diameter and at least ten (10) feet tall. Two will be located in the area of the Lot between the front wall of the residential dwelling and the front property line. One tree will be in the area between the back wall of the structure and the rear property line. Dead/dying trees will be removed and replaced with an approved live tree in a timely manner but not to exceed 30 days. If the owner planted more trees than the required minimum, then any additional trees that die need to be removed and may be replaced at the owner's discretion. "T" stakes may only be used to assist the growth of new trees until the root system is established.

**GARDENS/TREEBEDS:** Gardens/tree beds must be maintained in a neat and professional manner. They must be free of excessive weeds and grass in order to maintain a professional and aesthetically appealing image.

**GRASS/SHRUBS:** Only the following grasses will be permitted on all Lots: Floratam, Bermuda, Buffalo, and Zoysia. Decorative ground cover rock in the front and side yards may be used in lieu of grass but may not exceed thirty percent (30%) of the total plant able area of the front and side yards. Drought tolerant and deer resistant shrubs are strongly recommended, especially in areas not protected by an approved fence. Landscape plans showing the type and location of trees, grass and plants must be submitted to the Restrictions Committee for approval. Dead/unsightly natural grass or bald patches of the yard must be replaced with new natural grass in a timely manner. Property owners should consider using Zoysia grass that is designed to thrive in areas under trees or areas that typically lack sufficient sunlight.

**ARTIFICIAL TURF/GRASS:** Residents must receive prior approval from the Restrictions Committee regarding the use of artificial turf. Artificial turf may only be used in the backyard and may not exceed fifty percent (50%) of the total plant able area unless approved by the RC. Artificial turf color must be consistent with the natural surrounding grass to blend in and present an aesthetic appearance. Artificial turf must also be replaced with new artificial turf or natural grass prior to degrading to a point where it becomes unsightly in appearance.

**XERISCAPING:** Xeriscaping means using native and adaptive plants that can grow and sustain themselves in dry natural conditions such as those here in Texas. Xeriscapes should need little to no water other than what is naturally occurring and tolerate heat



and drought conditions. Since the passage of Texas Senate Bill 198 in June 2013, HOAs may not unreasonably restrict homeowners who desire a landscape that saves water. Please refer to TX SB198 for further details.

**SERVICE/STORAGE AREAS:** Service, storage and loading areas, wood piles and compost piles shall be appropriately screened from view from other Lots and Common Areas. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrape refuse or trash shall be kept stored or allowed to accumulate on any portion of the Property except when scheduled for bulk waste pickup by the city. Residents must follow guidance provided by the city for placement of these materials prior to pick-up.

**MAINTENANCE:** Each Owner shall maintain all Improvements in good repair and in good and attractive condition and shall keep all shrubs, trees, grass, and plantings of every kind on such Owner's Lot mowed, trimmed, weeded, and maintained in a clean, attractive manner free of trash and other unsightly material. All dead grass, other vegetation, and unsightly synthetic turf must be removed and replaced in a timely manner. The obligations of Owner to maintain the Lot hereunder shall extend to the curb of the Lot.



(1) Property owners are encouraged to construct a small fence out of rock, brick, wood, or similar material around electrical transformers located on the front of their Lots to maintain an attractive appearance of the subdivision. Approved shrubs/plants that will hide/camouflage the transformer and still allow access to utility company employees as needed may be used in lieu of a rock/brick or wooden fence/wall. Since City Public Service (CPS) may need to replace or maintain these transformers, the sides of the enclosures should be removable, or if rock, brick or vegetation is used, enough space should be allowed around the transformer to permit removal of the transformer. Screening must not be more than 6 inches higher than the top of the transformer.

(2) All property owners are required to maintain their unimproved Lots, so as not to let them become overrun with rubbish, or trash. If, in the opinion of the Restrictions Committee, any Property Owner's Lot or gardens become so overrun with tall grass, weeds, brush, rubbish or trash so as to cause a nuisance, unsightly appearance or a fire hazard in the subdivision, the Association is authorized to clean up said Lot at the expense of the property owner.



(3) Property Owners will be given a minimum of thirty (30) days to address noted deficiencies prior to the Cibolo Trails Restrictions Committee initiating action against the Property Owner. If said cleanup fee is not paid within sixty (60) days from the date of said cleanup, the expense of the cleanup will become a lien on the property in favor of the Cibolo Trails Homeowners Association until paid. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear an automatic ten percent (10%) penalty of the sum due, plus interest from the due date at the maximum rate permitted by law, and not less than ten percent (10%) per annum. The Cibolo Trails Homeowners Association may bring an action at law against the owner personally obligated to pay the same, or any foreclose lien against the property.

#### **G. UNSIGHTLY PROPERTY/MAILBOX.**

(1) No article of property of any kind, including, without limitation, any lawn or garden decorations, deemed to be unsightly by the Restrictions Committee shall be permitted to remain on any Lot so as to be visible from other Lots or Common Areas. All landscaping, statuary, house numbers, lighting or other improvements on any Lot which are not concealed from view from every other Lot and from the Common Areas must be harmonious and in keeping with the overall character and aesthetics of the Community.

(2) The Owner of each Lot on which a residential dwelling has been constructed is required to construct a mailbox of size, design, shape, and location approved by the Restrictions Committee, which shall conform to the general appearance and requirements shown on Exhibit "D" attached hereto.

#### **H. ANIMALS.**

(1) No livestock, poultry, fowl, or outdoor birds of any kind shall be raised, bred, boarded, or kept on any Lot for any purpose. Only domestic household pets, service animals or other common household pets living inside a residence or inside an outdoor fenced enclosure shall be allowed provided no domestic household pets shall be raised, bred, boarded, or kept on any Lot for commercial purposes, and, specifically, no kennels, stables, enclosures or runs of any kind for the purpose of breeding dogs, cats or any other animals will be permitted.



(2) No more than four (4) household pets may be kept or maintained on any Lot. Household pets are defined as dogs, cats, birds, and other domestic pets within the ordinary meaning and interpretation of such words.

(3) No animal shall be allowed outside a residence or fenced enclosure unless restrained in some manner (such as by leash) by an adult or person capable of maintaining control over the animal. Owners are responsible for disposing of any waste left by the Owner's animal anywhere within the Community to include the Owner's Lot. Pet owners are responsible for picking up after their pets when they take them for walks. All outside fenced enclosures containing animals must be kept clean, sanitary, and reasonably free of insects, vermin, and waste. No animal which is or may become a nuisance or danger to any Owner, resident, guest, or invitee shall be allowed to remain on the Property. The Restrictions Committee shall be the sole judge of whether an animal constitutes a nuisance or danger. Excessive barking between the hours of 10:00 p.m. and 06:00 a.m. shall be deemed a nuisance.

**I. FIREARMS/FIREWORKS/HAZARDOUS ACTIVITIES.**

(1) No activities shall be conducted on any Lot or anywhere within the Community and no Improvements constructed on any Lot which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms, weapons of any type or fireworks shall be discharged anywhere within the Community. Notwithstanding the foregoing, the Board may, in isolated cases, approve the discharge of fireworks to celebrate a holiday or other event, but, in such event, the party discharging such fireworks shall be designated by the Board and shall be done so in strict accordance with the Cibolo Trails & Fair Oaks Ranch Homeowners Association Rules and other rules and regulations established for that event.

(2) No open fires shall be lighted or permitted except (i) while attended within a safe well-designed interior or outdoor fireplace; (ii) within contained barbecue units while attended and in use for cooking purposes; and/or (iii) in compliance with ordinances, regulations, and permit requirements of local governmental authorities. Hunting, archery, axe throwing, target practice of any type with any type of weapon or instrument capable of inflicting harm whether with firearms or bows or otherwise, shall be prohibited on any Lot, Common Area, or anywhere within the Community.

**J. NOISE, NOXIOUS or OFFENSIVE ACTIVITIES PROHIBITED.**

(1) No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property where it becomes offensive or detrimental to any portion of the Community or to its residents. Quiet hours between 10pm and 6am must be adhered to.



(2) No noxious or offensive activities shall be carried on, in, or upon, or around any Lot, any Common Area or other areas of the Community, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to other Owners or residents, or which shall in any way interfere with the quiet enjoyment of any Owner or resident.

**K. SIGNS.**

(1) No sign, poster, banner, advertisement, or other display of any kind may be placed upon any Lot, building, fence, tree, inside any window or other Improvement upon such Lot, to be visible from any street or Lot except the following:

(2) One sign of customary and reasonable dimension advertising the sale or rental of Owner's Lot,

(3) One sign of customary and reasonable dimension displaying support of First Responders,

(4) One small sign adjacent to Owner's residence notifying the public that the residence is protected by a security monitoring service,

(5) One sign of customary and reasonable dimension announcing a graduation, birthday or newborn which must be removed no later than two weeks after the event,

(6) Signs and or flags promoting a political candidate or a position on an issue for which an election is to be held provided, however, that such right shall be limited to one (1) sign/flag per political race and one (1) sign/flag for each issue which an election is to be held and provided further that signs/flags may not be erected more than ninety (90) days in advance of the election to which they pertain and must be removed within ten (10) days following such election as outlined in Section 259.002 of the Election Code of the State of Texas, and,



(7) Prior to the occupancy of a Lot as a residence, a builder may place model home signs, directional signs, marketing, or promotional signage in accordance with rules and regulations promulgated by the Restrictions Committee or the Declarant.



**(8) The Restrictions Committee shall have the right to promulgate rules and regulations regarding the size, location, composition, color, and quality of all permitted signs. All permitted signs shall be affixed to a stake or pole that is ground-mounted. Further, all signs visible from the street shall be constructed for low maintenance and shall be approved in advance by the Restrictions Committee. In the event a sign is not properly maintained, the Restrictions Committee may give the owner written notice thereof. Required repairs must be made within five (5) business days of notification by the Restrictions Committee.**

**(9) The Restrictions Committee shall have the right, but not the obligation, to have repairs made and charged to the sign owner. The Restrictions Committee shall have the right to remove any sign, advertisement, billboard, or advertising structure that does not comply with the above and, in so doing, shall not be subject to any liability of trespass or other tort in the connection therewith or arising with such removal. Signs advertising subcontractors or suppliers are specifically prohibited in this area. An easement on, over and across the Common Area is hereby retained by Declarant for placement of project signs, project monuments, directional signs, and marketing signs.**

**(10) On corner Lots, the Declarant and/or Association reserves the right and an easement, including the right of ingress and egress, to place street signs, directional signs, and traffic signs within a ten (10) foot radius from the corner of such Lots.**

**L. RUBBISH, TRASH AND GARBAGE.**

(1) No Lot shall be used or maintained as a dumping ground or junk yard for rubbish, trash, accumulation of scrap or used material or other debris of any kind. All garbage (including all recyclable waste), trash and other refuse shall be kept in sanitary, covered, animal proof containers within enclosures or appropriately screened from view except to make available for collection and then only for the shortest time reasonably necessary to affect such collection. No garbage or recycle containers shall be visible from the street except on regular pickup days. Garbage and recycle containers may be placed on the street in front of the owners Lot the night before scheduled pick-up and then must be returned to their authorized storage areas on the same day.

(2) All refuse, garbage and trash not collected by a governmental agency or other collection service shall be collected or disposed of by the Owner, at Owner's expense. There shall be no burning or incineration of trash, garbage, leaves, brush, or other debris on any Lot. In the event the Owner fails or refuses to keep, or cause to be kept, Owner's Lot or any Improvements thereon free from rubbish, trash or other debris of any kind, and such failure or refusal shall continue for thirty (30) days after delivery of written notice thereof to Owner, then the Restrictions Committee or designated representative may enter upon such Lot and remove or correct the same at the expense of the Owner and such entry shall not be deemed a trespass.

**M. RESUBDIVISION.**

(3) No resubdivision, partition, partial conveyance, or ownership in divided or separate interests of any tract shall be permissible. No resubdivision of any Lot for the purpose of providing two homesites will be permitted.

(4) 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 (any shrubbery, trees, plantings, or other improvements) 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.

(5) No outside toilets or privies shall be permitted on any Lot (except to comply with city ordinance during construction). All toilet facilities, kitchen sinks, washing machines, bathroom drains, etc., shall be connected to the sewage collection system. 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.

**N. SWIMMING POOLS & ENCLOSURES.**

(1) Movable, above-ground swimming pools in excess of six (6') feet in diameter are prohibited. All swimming pools in excess of six feet (6') in diameter must be permanently built into the ground. No fiberglass pools shall be permitted. Unless otherwise approved, all swimming pools must be located behind the residence. All construction of swimming pools and required fencing must be approved by the Restrictions Committee and comply with the ordinances of the City of Fair Oaks Ranch, Texas, concerning same.

(2) The location of all pool service pumps, motors, filtration systems or other such equipment must be first approved by the Restrictions Committee before installation or use. In addition, all such equipment should be visually screened from the view from other Lots and Common Areas. All screening walls shall be fully landscaped with landscaping of a type, quality and quantity approved by the Restrictions Committee.

(3) A "swimming pool enclosure" means a fence that:

- (a) must conform to applicable state or local safety requirements;
- (b) surrounds a water feature, including a swimming pool or spa;
- (c) consists of black transparent mesh or clear panels set in a metal frames;
- (d) not more than 5 feet in height;
- (e) designed not to be climbable; and
- (f) must be approved by the Restrictions Committee.

**O. WATER WELLS.**

The drilling of water wells on any Lot is prohibited, except at designated easement locations owned by the City of Fair Oaks Ranch.

**P. BASKETBALL GOALS/SPORTING EQUIPMENT.**

Basketball goals, backboards, street hockey goals, skateboard ramps, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed on any Lot in the subdivision.

**Q. EXTERIOR LIGHTING/DECORATIONS.**

**(1) The number and location of exterior lights must be approved by the Restrictions Committee to prevent light pollution or unnecessary illumination of any adjacent Lot, residence, or Common Area. All exterior lights located or placed on any Improvement, any tree or elsewhere on the Lot must have the housings which can shield horizontal exposure or directionally focus the light source upward or downward and prevent horizontal exposure. No exposed bulb or wrap around lens ("yard lights") are permitted that illuminate adjacent Lots or Common Areas; and the light bulb in any exterior light fixture may not exceed one hundred (100) watts. Exterior lighting fixtures shall be placed so as to illuminate only the yard of the applicable Lot and so as not to affect or reflect into surrounding residences or yards. No mercury vapor, sodium or halogen light shall be installed on any Lot which is visible from any street unless otherwise approved by the Restrictions Committee.**

**(2) A light fixture controlled by a photocell should be installed on the front wall or porch of each residence. Any exterior lighting shall be installed to cast light up or down and shielded to prevent horizontal exposure. Due to the lack of streetlights, exterior lighting is necessary to increase residential security and assist emergency responders when necessary.**

**(3) No oversized decorative appurtenances such as sculptures, birdbaths and birdhouses, fountains, or other decorative embellishments shall be placed on the residence or on the front yard or on any other portion of a Lot which is visible from any street, unless such specific items have been approved in writing by the Restrictions Committee. Customary decorations for holidays or special occasions are permitted without approval by the Restrictions Committee. All decorations erected within the public view for holidays or special occasions must be erected in a manner which does not create a hazard, nuisance or inconvenience for any Owner or resident of a Lot as determined solely by the Restrictions Committee.**

**(4) All decorations must be maintained in a neat and attractive manner and must not be displayed for any aggregate time period exceeding forty-five (45) days from the date of the applicable holiday or special occasion and in any event, must be completely removed from public view within Fifteen (15) days after the holiday or event for which they were originally**





erected. Holiday decorations shall not be so excessive as to cause a nuisance to neighboring homes.

(5) Non-holiday oversized yard greetings typically used for birthdays, graduations, anniversaries, or other occasions may be installed the day prior to the occasion and then must be removed on the day after the occasion.

**R. POLES, MASTS, & MEDIA RECEPTORS.**

(1) No antenna, tower, Ham radio antenna, mast, satellite dish or other apparatus or equipment intended for the reception of radio, television, satellite, cellular or other media may be placed or maintained on any Lot unless within the envelope of a building or structure without the prior written consent of the Restrictions Committee, EXCEPT that a dish or antenna intended for the reception of satellite television which is one meter or less in diameter may be placed on a Lot without the prior written consent of the Restrictions Committee if located in a place shielded from view from the street or other Lots to the maximum extent possible to allow an acceptable quality signal.

(2) The Restrictions Committee is hereby empowered to regulate the placement and required screening of any such media receptors to the full extent permissible without violating any applicable federal law or Federal Communications Commission rules or regulations.

**S. FLAGS/FLAGPOLES.**

(1) **Flags:** Flags may be no larger than 4.5 feet by 6 feet. In accordance with the Texas Property Code 202.012, states "A property owner's" association may not, except as provided in this section, adopt, or enforce a dedicatory instrument provision that prohibits, restricts, or has the effect of prohibiting or restricting an owner from the display of:

- (a) The flag of the United States of America;
- (b) The flag of the State of Texas;
- (c) An official or replica flag of any branch of the United States armed forces.
- (d) Official flag of any recognized University or professional sports team.
- (e) Any official U.S. State flag.

(2) The flag of the United States will be displayed in accordance with 4 U.S.C. Sections 5-10. The flag of the State of Texas will be displayed in accordance with Chapter 3100, Government Code.

(3) **Flagpoles:** A flagpole attached to a dwelling or a freestanding flagpole not more than twenty (20) feet in height, including any ornamental caps, will be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling. Any lights used to illuminate a displayed flag must not present an annoyance to adjacent dwellings. Flag lighting must utilize a fixture that screens the bulb and directs light in the intended direction with minimum spillover. Lighting must point towards the flag and face the main structure on the property or to the center of the property. Flagpoles must not generate unreasonable noise levels which disturb the quiet enjoyment of other residents. The Restrictions Committee may impose reasonable restrictions to abate noise caused by an external halyard of a flagpole. One free-standing flagpole is allowed in the rear/backyard portion of a property or in the front yard portion of a property. Free-standing flagpoles are not permitted within an easement or Common Area and may not be erected without prior approval of the Restrictions Committee.

(4) **Free-standing Flagpoles:** may not be installed closer to a dwelling on an adjacent Lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house). A displayed flag and the flagpole on which it is flown must be maintained in good condition and that any



deteriorated flag or structurally unsafe flagpole will be repaired, replaced, or removed.

(5) **Mounting Flags on House or Mailbox:** Coming out the front of the house, the U.S. flag should be on the right of the door. If you face it from the curb, the flag will be on your left. The flag should only fly from dawn to dusk and at night only if it has the appropriate lighting. If mounting a U.S. flag on a mailbox it should be mounted in such a way that it does not interfere with the mail delivery. It should also only be flown from dawn to dusk unless appropriate lighting is provided.

(6) **Garden Flags:** one garden flag no larger than 12.5" x 18" may be displayed if the design of the flag is in good taste and not offensive.



**Small United States Flags:** multiple small United States flags no larger than 8" x 12" that are stapled to wood or plastic sticks no longer than 24" may be displayed temporarily for appropriate holidays such as the 4<sup>th</sup> of July or Veterans Day. Flags must be removed within forty-eight (48) hours after the holiday has ended.



(7) **Political Flags:** Refer to Section "K (6)" above.

#### **T. DRAINAGE**

Lot owners and/or builders shall not impede the normal flow of water across any of the Lots in the subdivision, by fencing, walls, or landscaping, nor shall Lot owners and/or builders by their actions divert water across another Lot where such water would not have gone through the normal drainage process. Refer to site grading plan, Exhibit "B: attached hereto.

#### **U. PLANS AND SPECIFICATIONS**

(1) **PRIOR TO THE CONSTRUCTION OF ANY SINGLE-FAMILY DWELLING UNIT, DETACHED GARAGE OR FENCES IN THIS SUBDIVISION, A COMPLETE SET OF PLANS AND SPECIFICATIONS MUST BE SUBMITTED FOR REVIEW AND APPROVAL OF THE RESTRICTIONS 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.** 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 the structure with reference to front, side and rear setback lines, and which shows all utility, drainage, and other easements affecting said Lot.

(2) **The aforesaid fee of \$75.00 may be increased at the discretion of the Restrictions Committee to the extent necessary to cover the expenses of the Committee in making the required review of plans and specifications.**

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

#### **V. REGULATION OF SOLAR ENERGY DEVICES**

(1) **Texas Property Code Section 202.010 states that HOAs cannot prohibit or restrict**

a Property Owner from installing a solar energy device as defined by Texas Tax Code Section 171.107. However, the following exceptions do give HOAs the power to restrict solar panels if one of the following conditions exist:

- If the solar energy devices are illegal or violate public health and safety
- If they are located on common property within the subdivision
- If they extend higher than the roofline, do not conform to the slope of the roof, or are not parallel to the roofline
- If they are ground-mounted and extend above the Owner's fence
- If they are installed in a way that voids the warranties
- If they have an element that is not in a silver, bronze, or black tone
- If they are installed without prior approval by the Restrictions Committee

(2) HOAs can also designate where solar panels may be placed on a homeowner's roof. However, the homeowner can petition for an alternate location if he or she can prove that the alternative location would increase the estimated annual energy production by more than 10% by using a modeling tool provided by the National Renewable Energy Laboratory, such as the PVWatts Calculator.

## **W. STANDBY GENERATORS**

(1) Owners can operate, install, and maintain a permanently installed electric generator. The Restrictions Committee can enforce a dedicatory instrument to regulate the operation and installation of standby electric generators that requires:

- (a) It be installed and maintained as per the manufacturer's specifications;
- (b) Complies with all health, safety, electrical and building codes;
- (c) The electrical, plumbing and fuel lines be installed by licensed contractors;
- (d) The generators fuel tanks be installed and maintained as per the applicable governmental health, safety, electrical and building codes;
- (e) The generator and fuel lines be maintained in good condition;
- (f) Any deteriorated or unsafe component of the generator be removed, repaired, or replaced; and
- (g) Generator must be screened if it is visible from the street faced by the dwelling, or it is in an unfenced side or rear yard of the residence and visible either from an adjoining residence or adjoining property owned by the Association or located inside or rear yard that has a wrought iron fence and is visible through the fence from adjoining residence or adjoining Association property.





**X. REGULATION OF DISPLAY OF CERTAIN RELIGIOUS ITEMS**

- (1) Owner or resident can affix one or more religious items on the property or dwelling that are motivated by their sincere religious belief.
- (2) The Restrictions Committee can enforce or adopt a provision in a dedicatory instrument, including a restrictive covenant that prohibits a display or affixing of a religious item that:
  - (a) Threatens the health or safety of the public;
  - (b) Violates a law other than a law prohibiting display of religious speech;
  - (c) Contains graphic language, graphics, or displays something that is patently offensive to a passerby for reasons other than its religious content;
  - (d) Is installed on property owned or maintained by the property owners' association; or owned in common by members of the property owners' association
  - (e) Violates any applicable building line, right-of-way, setback, or easement; or
  - (f) Is attached to a traffic control device, fire hydrant, or utility sign, pole, or fixture.

**Y. REGULATION OF RESIDENTIAL LEASES OR RENTAL AGREEMENTS**

- (1) An Association may request the following information to be submitted to the Association regarding a lease or rental applicant:
  - (a) Contact information, including the name, mailing address, phone number, and email address of each adult person who will reside at a property in the subdivision under a lease
  - (b) The name, mailing address, phone number, and email address of the responsible tenant, if not the person(s) identified in (a) above; and
  - (c) The commencement date and term of the lease.
- (2) Short term rentals/lease of properties is prohibited. A rental/lease period of less than six (6) months will not be authorized. Extensions of existing leases/rentals are authorized if the parties to the agreement remain the same during the period of continued tenancy.

**Z. RESTRICTIONS COMMITTEE**

- (1) All architecture plans and buildings in the subdivision shall comply with all applicable building codes and laws as well as with general and special restrictions herein, and any variances therefrom shall be subject to the approval of the Restrictions Committee.
- (2) The Restrictions Committee retains the right in furtherance of a uniform plan for the development of Cibolo Trails subdivision as a upscale/high end residential

subdivision, to execute amendments to, including granting variances from and on, the aforesaid restrictive covenants, 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 the Cibolo Trails subdivision. The Restrictions Committee shall also perform all the other duties and obligations imposed upon them under the provisions hereof.

(3) The Restrictions Committee shall consist of a minimum of five (5) and a maximum of seven (7) members from the Cibolo Trails subdivision and is limited to one member per residence. A Chairman shall be appointed to represent the Restrictions Committee and facilitate documentation to the committee members regarding project requests submitted for approval. The Chairman will also address complaints regarding violations of the restrictions and work to resolve violations in an amicable and timely manner. The Restrictions Committee, including any additional members shall be vested with all the duties, powers, prerogatives, and discretions herein conferred upon the original Restrictions Committee. Any vacancies in the Restrictions Committee by death, resignation or otherwise (it being understood that the sale by any member of the committee of all his/her property in the subdivision will be construed as a resignation by him/her from the committee), will be filled by the remaining members of the committee by recordable instrument filed in the Deed Records of Comal County, Texas. A person may NOT be appointed or elected to serve on the Restrictions Committee if the person is:

- (a) A current Board member;
- (b) A current Board member's spouse; or
- (c) A person residing in a current Board members household;
- (d) Furthermore, no member of the Board or Restriction Committee may act in a manner that reflects self-dealing or that reflects receiving benefits, services, or financial discounts that are not available to any ordinary member of the HOA. The receipt of any benefit, real or perceived, must be avoided to ensure the objectivity and integrity of the decisions of the Restrictions Committee.

(4) A decision by the Restrictions Committee denying an application or request by an Owner for the construction of improvements in the subdivision may be appealed to the Board. A written notice of denial must be provided to the owner by certified mail, hand delivery, or electronic delivery. The notice must:

- (a) Describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and
- (b) Inform the Owner that the Owner may request a hearing before the Board on or



before the 30<sup>th</sup> day after the date the notice was mailed/delivered to the owner.

(5) The Board shall hold a hearing not later than the 30<sup>th</sup> day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10<sup>th</sup> day before the date of the hearing. Only one hearing is required.

(6) During the hearing, the Board or the designated representative of the property owners' association and the Owner or the Owner's designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial of the Owner's application or request for the construction of the improvements, and the changes, if any, requested by the RC in the notice provided to the Owner.

(7) The Board or the Owner may request a postponement. If requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.

(8) The property owners' association or the Owner may make an audio recording of the meeting.

(9) The Board may affirm, modify, or reverse, in whole or in part, any decision of the Restrictions Committee as consistent with the subdivision's declaration.

(10) The Restrictions Committee may, by letter, or electronic means, deliver 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 the subdivision. Any amendments to or variances from such limitations and restrictions made or granted by the Restrictions Committee pertaining to all the Lots in the subdivisions may be made only by written instrument executed by the owners of sixty-seven percent (67%) or more of the Lots and filed in the Deed Records of Comal County, Texas.

(11) Compliance with Restrictions: Each Owner, his or her family, Residents of a Lot, tenants, and the guests, invitees, and licensees of the preceding shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of the Restrictions and may result in legal action against the Owner in accordance with this Declaration and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by Declarant, the Board on behalf of the Association, the Restrictions Committee, or by an aggrieved Owner. Without limiting any rights or powers of the Association, the Board may (but shall not be obligated to)

remedy or attempt to remedy any violation of any of the provisions of Restrictions, and the Owner whose violation has been so remedied shall be personally liable to the Cibolo Trails Homeowners Association and/or the Fair Oaks Ranch Homeowners Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of the demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in the Declaration for Assessments and may be collected by any means provided in this Declaration for the collection of the Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

(12) Any owner receiving a variance providing for landscaping in the common areas/greenbelt will be responsible to return the common area/greenbelt to its original state upon placing the residence for sale. The restoration of the common area/greenbelt will be accomplished prior to the sale of the residence unless the intended future owner signs an agreement obligating the new owner to maintain the common area/greenbelt in the state as approved in the variance.

(13) EACH SUCH OWNER SHALL RELEASE AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION (5 & 6) (INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

**AA. 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 all property owners in Fair Oaks Ranch. Lot owners agree to accept such membership and to perform and be bound by the obligations, terms, and conditions of membership in the Homeowners Association in accordance with its duly provided charter, bylaws, and resolutions.

**BB. CIBOLO TRAILS HOMEOWNER'S ASSOCIATION**

Each Lot owner in Cibolo Trails shall become and continue to be members of the Cibolo Trails Homeowners Association and shall be governed by its Articles of Incorporation and Bylaws. The Cibolo Trails Homeowners Association provides specific services to all Cibolo Trails Units.

The covenants, conditions and restrictions herein shall run with and bind the land and shall incur to the benefit of and be enforceable by the Restrictions Committee or the owner of any Lots subjected to the restrictions in this declaration, and their respective legal representatives, heirs, successors and assigns. It is further expressly understood that the undersigned, the Restrictions Committee, the Homeowners Association, 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 breach thereof or to enforce the observance thereof. The remedy, however, shall not be exclusive and the undersigned, the Restrictions Committee or any other person or persons owning property in the subdivision injured by virtue of the breach of the restrictions and use limitations herein provided for shall accordingly have their remedy for the damages suffered by them as a result of any breach. 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 the subdivision have been injured thereby. It is further expressly provided 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.

All expenses, attorney's fees and court costs incurred in connection with the enforcement of these restrictive covenants and use limitations shall be paid by the violating party. The undersigned, the Restrictions Committee, or the Homeowners Association shall have no obligation to bear any expense to enforce these restrictions, although they may contribute such expense if they so desire.

The covenants, conditions and restrictions herein shall be effective indefinitely unless revised by a vote of sixty-seven percent of the Owners of Lots in such subdivision, with each Lot in such subdivision having one vote, and filed for record in the Deed Records of Comal County, Texas.

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.

#### GRANDFATHER CLAUSE

Any design change (past, present or future) to a lot located within the Cibolo Trails Subdivision that was approved, in writing, or identified as being in compliance on any past, current or future disclosure properly issued by the original developer or Restrictions Committee, is hereby considered in compliance with current or future Restrictive Covenants providing the item identified in the design change or as reported on a Disclosure Statement is kept in proper repair and appearance. If replaced, the replacement must adhere to the current guidelines adopted and in force by the Restrictive Covenants at the time of replacement.

This Declaration is executed this 8 day of MARCH, 2023.

By: 

Chairman, Cibolo Trails Architectural  
Review/Restrictions Committee

#### ACKNOWLEDGEMENT

STATE OF TEXAS     §  
COUNTY OF COMAL   §

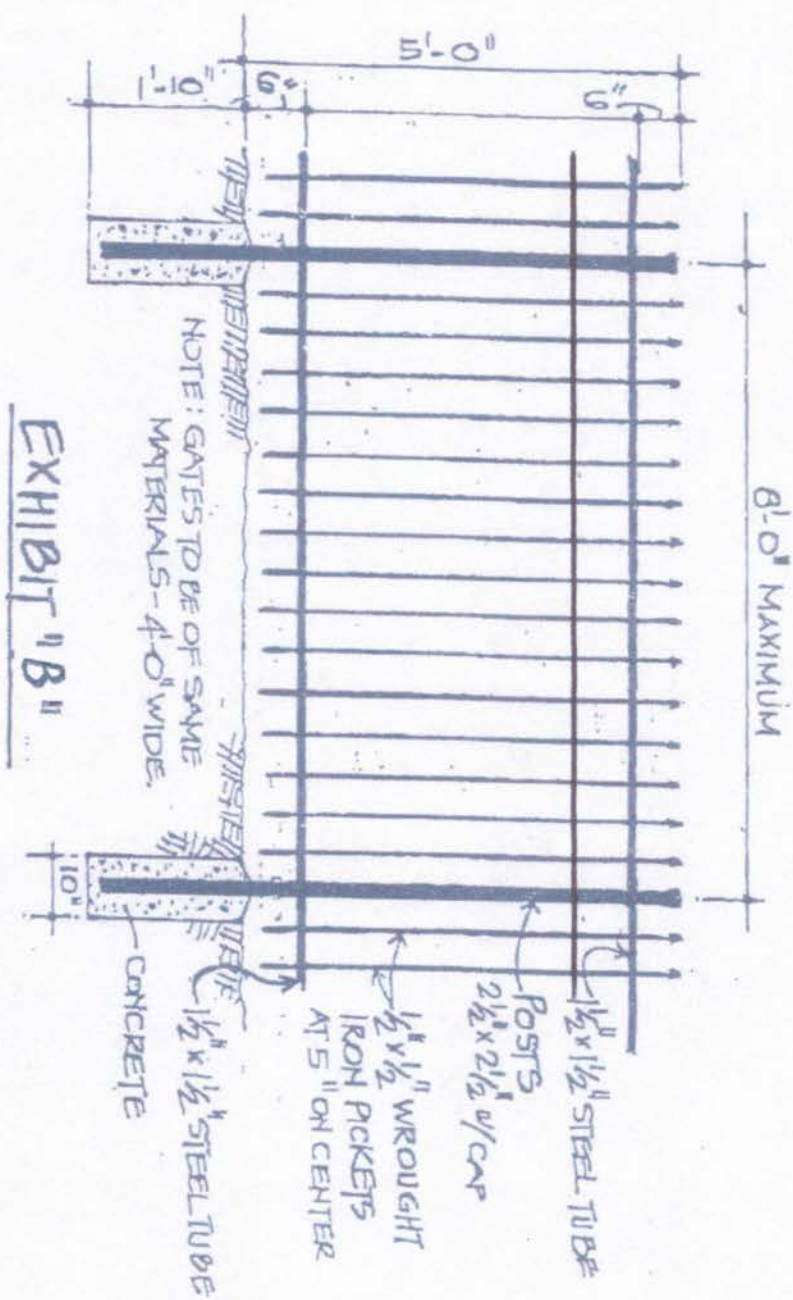
This instrument was acknowledged before me on the 8 day of MARCH 2023 by Daniel Kiley, Chairperson of the Cibolo Trails Architectural Review/Restrictions Committee, Comal County, Fair Oaks Ranch, Texas



  
Notary Public, State of Texas









# Cibolo Trails

*Lifestyle Garden Home Living!*

1. Protective Deed Restrictions
2. Low Comal County Taxes
3. Homeowners Association Fees Include Grounds Maintenance
4. Green Belt Areas



**Directions to Cibolo Trails:**  
From I-10 take exit #546, turn right onto Fair Oaks Parkway. Continue 2 miles, go straight through 4-way stop, then go 1/2 mile and turn left onto Hemel Drive. At stop sign turn left on Battle Intense. At next stop sign go straight. Cibolo Trails will be about 1/4 of a mile on your right.

**Stop by the Sales Office for maps and additional information:**  
located at the 4-way stop at the corner of Fair Oaks Parkway and Dietz Elkhorn.

**For more information:**  
Call (210) 698-2440  
or Call Toll Free:  
1-877-829-7495  
8000 Fair Oaks Pkwy. #108  
Fair Oaks Ranch, TX 78015  
[www.dsc-for.com](http://www.dsc-for.com)



**EXHIBIT C**

