



2/13

SECOND AMENDMENT TO RALPH E. FAIR, INC.
TO THE PUBLIC RESTRICTIONS FOR
CIBOLO TRAILS UNIT 2

STATE OF TEXAS §
 §
COUNTY OF COMAL §

WHEREAS, Cibolo Trails Unit 2 (hereinafter "Unit 2") is encumbered by that certain Ralph E. Fair, Inc. 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 (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 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, 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 in the property owners association; and

Whereas, pursuant to Texas Property Code §209.0041 (f), it supersedes any contrary requirement in a dedicatory instrument.

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 family residence or main dwelling unit, 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.

IN WITNESS WHEREOF, pursuant to the authority in §209.0041 (h) of the Texas Property Code, the undersigned affirms the adopting of these amendments to the Public Restrictions effective from and after 28 May, 2013.

Restrictions Committee, Comal County Unit 2

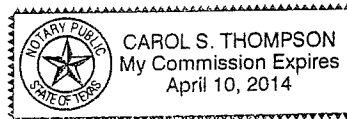
By: Ken Nichols
Ken Nichols, Chairman

STATE OF TEXAS §
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COUNTY OF COMAL §

Before me, the undersigned authority, on this day personally appeared Ken Nichols, Chairperson of the Restrictions Committee for Cibolo Trails Units 1 & 2, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity herein expressed.

Given under my hand and seal of office, this 28 day of May, 2013.

Carol S. Thompson
Notary Public in and for the State of Texas
My commission expires: 4-10-14



After recording return to:
Fair Oaks Ranch HOA
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
06/07/2013 09:55:25 AM
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201306023823



Joy Streater

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RALPH E. FAIR, INC. TO THE PUBLIC
AMENDMENT TO THE RESTRICTIONS FOR
CIBOLO TRAILS UNIT 2

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

THAT WHEREAS, RALPH E. FAIR, INC., is the Restrictions Committee of the land and premises described as COMAL COUNTY UNIT 8, known as CIBOLO TRAILS UNIT 2, FAIR OAKS RANCH, COMAL COUNTY, TEXAS, described in Document No. 200506022584 which was filed for record in the Comal County Real Property Records on June 22, 2005, and

WHEREAS, Paragraph C(2) of said Restrictions provides that the Restrictions Committee for said subdivision can execute amendments to said Restrictions;

NOW THEREFORE, the Restrictions Committee adopts the following Amendment:

Paragraph A(11)(b) is amended to provide the following:

Only approved 5 ft. (5') high, black ornamental iron fences will be permitted along side and rear lot lines on lots 1948 through 2007, with the exception of the lot line between lots 1947 and 1948, which may be a six foot (6') high masonry fence. The approved fence designs shall conform to the appearance and requirements shown on Exhibit "A" attached hereto. A six-foot (6') high masonry fence will be permitted on side and rear lot lines on lots 1945 through 1947.

Executed this 19 day of January, ²⁰⁰⁶ 2005.

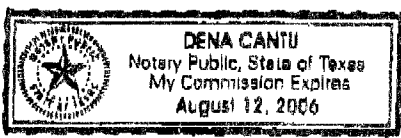
CIBOLO TRAILS RESTRICTIONS COMMITTEE

RALPH E. FAIR, INC.

Robert J. Weiss, Jr.
Robert J. Weiss, Jr., President

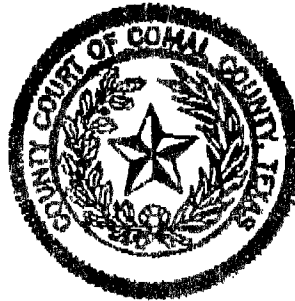
STATE OF TEXAS §
COUNTY OF COMAL §

This instrument was acknowledged before me on the 19th day of January, ²⁰⁰⁶ 2005, by ROBERT J. WEISS, JR., President of Ralph E. Fair, Inc., a Delaware Corporation on behalf of said corporation.



Dena Cantu
Notary Public, State of Texas

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This page has been added to comply with the statutory requirement that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.

Doc# 200606002977
Pages 2
01/23/2006 10:40AM
Official Records of
COMAL COUNTY
JOY STREATER
COUNTY CLERK
Fees \$20.00



Joy Streater

Doc# 200606002977

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**RALPH E. FAIR, INC.
TO THE PUBLIC
RESTRICTIONS
CIBOLO TRAILS UNIT 2**

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

THAT WHEREAS, RALPH E. FAIR, INC., is the owner of the land and premises described as COMAL COUNTY UNIT 8, known as CIBOLO TRAILS UNIT 2, FAIR OAKS RANCH, COMAL COUNTY, TEXAS, described according to plat recorded in Volume 15, Page 91, of Comal County, Texas, comprising 28.82 acres, more or less, and said tract of land and premises being herein referred to as "the subdivision;" and

WHEREAS, Ralph E. Fair, Inc. desires to subject such real property to the protective covenants, restrictions, reservations and easements herein for the benefit of such property and the present and future owners thereof;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof, and in general, will insure the best use and most appropriate development of such subdivision:

A. COVENANTS AND RESTRICTIONS

(1) Each of the lots in this subdivision shall be used only for the construction of one single family residence or main dwelling unit, 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 two-car garage attached;
- (ii) 2,000 square feet, two story, with two-car garage attached;
- (iii) 2,000 square feet - with detached two-car garage.
- (iv) Only single story residential units will be permitted on lots 1945, 1946, and 1947. If any portion of the residential unit is two stories, then the unit will be considered as a two story unit.

(2) Except as set out below, no commercial use of any lot shall be permitted. However, the residential units on two lots may be used as a model/sales office by builders

selected by Grantor or its assigns. Prior to opening the unit as a sales office, the builder shall notify the Restriction Committee the date the unit will be opened and the date the unit will be closed. The allowable time for a model/sales office is 36 months unless the time is specifically extended for one additional 12-month period by the Restriction Committee. All "model home" signs must be approved by the Restriction Committee, located within the property, and meet the sign ordinance of the City of Fair Oaks Ranch. Only builders selected by Grantor or assigns shall be allowed to have signs on any lot.

(3) Each lot improved with a residential unit 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 Restriction Committee based on garage location/setback/indentation or other structural design characteristics. No garage shall be permanently enclosed for conversion to any other use. Open car ports are not permitted, unless special design circumstances warrant their use, in which case permission must be obtained in writing from the Restriction Committee.

(4) (a) Plans for all residential units must be submitted prior to construction to the Restriction Committee for approval as provided for in Paragraph B, "Plans and Specifications" below."

(b) 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 and storage buildings may be moved onto any lot only after written approval by the Restriction Committee.

(5) (a) 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 Restriction Committee is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design or material, and the resulting structure will not detract from the general appearance of the neighborhood. Exterior wall materials and exterior colors used on any building on all Lots shall be restricted to those types approved by the Restriction Committee.

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

(c) Roofing on each residential unit shall be either slate, tile, tarnished metal with standing seams, composition, or fiberglass architectural dimensional shingles with a minimum 45 year manufacturer's design warranty. No flat roofs will be permitted. A roof pitch of less than 4/12 must be approved by the Restriction Committee.

(d) 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.

(6) All main residential units (including patios) or other buildings 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 lots 1945, 1946 and 1947, 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 on the street upon which the lot fronts, subject however to any changes thereto as may be granted in writing by the Restriction Committee.

(7) Prior to the construction of any detached garages, storage buildings, fences, pools, guest houses or other out buildings 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 Restriction Committee, and the approval procured from the committee prior to the commencement of construction. It is understood that the construction of any such detached garages, guest houses or other out buildings on any lot in this subdivision without the prior approval of the Restriction Committee will be conclusively presumed to be in violation of these restrictions. The Restriction Committee in furtherance of a uniform 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, guest houses and other out buildings built in this subdivision in order to insure the development of this subdivision into a high-class residential area. Notwithstanding the foregoing, however, it is expressly understood that the failure of the Restriction Committee to give notification of its disapproval of any plans, specifications, and plot plan showing the location of the improvements, within thirty days after receipt thereof shall be deemed for all purposes under the provisions hereof as the approval of the improvements.

(8) No garage or temporary building shall be constructed on any lot in this subdivision and used as living quarters. Detached servants quarters or a guest house may be constructed thereon provided it is built in conjunction with or after the main dwelling unit, and exterior materials and exterior colors match that of the main dwelling unit.

(9) (a) No trailer house, recreational/motor home, utility/tent/boat/ travel/farm trailer, lawn tractor, one ton or larger truck (excluding one ton pickup) shall be kept, parked, stored or maintained on any portion of the lot for more than a twenty-four (24) hour period. 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, any truck, machinery, or equipment shall be permitted in any driveway.

(b) On-street parking of any vehicle except visitor vehicles is prohibited; visitor parking is limited to 72 hours unless this limitation is extended in writing by the Restriction Committee.

(10) Any fuel oil, propane, or butane tanks shall be buried. 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 has to be approved by the Restriction Committee.

(11) FENCES: ALL FENCES AND LOCATION MUST BE APPROVED BY THE RESTRICTIONS COMMITTEE:

(a) No fence shall be constructed forward of the residential unit front building wall.

(b) Only approved 5 ft. high (5'), black ornamental iron fences will be permitted along side and rear lot lines on lots 1960 through 2007. The approved fence designs shall conform to the appearance and requirements shown on Exhibit "A" attached hereto. A six-foot high (6") masonry fence will be permitted on side lot lines on lots 1945 through 1959.

(c) 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 sits. The Developer-installed wall may not be altered, taken down or changed in color without approval of the Restriction Committee. If repairs are made to the wall, the same type of materials that were used in the original constructions will be used for repair.

(12) **LANDSCAPING:** All landscaping of lots will include a minimum of three (3) Bur Oak, Monterey Oak, Live Oak, Cedar Elm, or Blue Pyramid Cypress trees. Each tree must be at least three (3) inches in diameter and at least ten (10) feet tall. Two trees are to be located in the area of the lot between the front wall of the residential structure and the front property line. One tree is to be located in the area between the back wall of the structure and the rear property line. 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 ten percent (10%) of the total plantable area of the front and side yards. Drought tolerant shrubs are strongly recommended. Landscape plans showing the type and location of trees, grass and plants must be submitted to the Restriction Committee for approval.

(13) The Owner of each lot on which a house has been constructed is required to construct a mailbox of a size, design, shape, and location approved by the Architectural Control Committee, which shall conform to the general appearance and requirements shown on Exhibit "C" attached hereto.

(14) No animals shall be permitted on any lot in this subdivision other than household pets; livestock of any type are specifically prohibited from this subdivision. Dogs maintained outside of the residence must be on a leash or under fence.

(15) No firearms shall be discharged nor shall any hunting be done with any type of weapon within this subdivision.

(16) (a) No part or a portion of this subdivision shall be used as a junk yard or as

an area for the accumulation of scrap or used materials. No part of this subdivision shall be used for any purpose that is obnoxious or offensive to the owners of other lots in this subdivision, nor shall anything be done in this subdivision that becomes an annoyance or nuisance to the owners of other lots in this subdivision.

(b) Signs advertising subcontractors or suppliers are specifically prohibited in this area.

(17) (a) Resubdivision, partition, partial conveyance, or ownership in divided or separate interests of any tract shall be permissible and lawful only if approved in writing by the Restriction Committee and as provided in Paragraph (b) and (c) below, and is otherwise in full compliance with and conformity to all provisions hereof, including particularly, but not limited to, the building setback requirements of Paragraph 6. A vote of no less than three (3) members of the Restriction Committee shall be required for approval of such resubdivision. Failure to submit plans for resubdivision for approval will render such resubdivision, partition, partial conveyance or ownership in divided or separate interests void and without effect.

(b) NO RESUBDIVISION OF ANY LOT FOR THE PURPOSE OF PROVIDING TWO HOMESITES WILL BE PERMITTED. Portions of a tract may be re-subdivided for the purpose of such portion becoming a part of an adjacent tract. In any event, no resulting tracts may be smaller than the smallest originally platted lot.

(c) Any resubdivision plat must be approved by the City of Fair Oaks Ranch Council.

(18) 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.

(19) No garbage or other waste shall be kept except in sanitary containers. No garbage containers shall be visible from the street except on regular pick up days.

(20) (a) No outside toilets or privies shall be permitted on any lot (except to comply with the 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 Restriction Committee for approval.

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

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

(22) Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed on any Lot in the subdivision without the prior written consent of the Restriction Committee.

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

(24) A light fixture controlled by a photo cell shall 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.

(25) Ham radio antennas or other similar high towers or antennas shall not be allowed on any lot without prior written approval of the Restriction Committee.

(26) All property owners are required to maintain their unimproved lots, so as not to let them become overrun with tall grass, heavy brush, rubbish or trash. If, in the opinion of the Restriction Committee, any property owner's lot becomes so overrun with tall grass, brush, rubbish or trash so as to cause a nuisance or fire hazard in the subdivision, the Fair Oaks Ranch Homeowners Association is authorized to clean up said lot at the expense of the property owner after notification to the property owner. If said cleanup fee is not paid within 60 days from the date of said cleanup, the expense of the cleanup will become a lien on the property in favor of the Fair Oaks Ranch Homeowners Association until paid. 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 Fair Oaks Ranch Homeowners Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property.

(27) Property owners are required 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 the attractive appearance of the subdivision. Since City Public Service (CPS) may need to replace or maintain these transformers, the sides of the enclosure should be removable, or if rock or brick is used, sufficient 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.

(28) 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.

B. PLANS AND SPECIFICATIONS

(1) PRIOR TO THE CONSTRUCTION OF ANY SINGLE FAMILY DWELLING UNIT, DETACHED GARAGE, GUEST HOUSE, SHED, FENCES OR OTHER BUILDING, IN

THIS SUBDIVISION, A COMPLETE SET OF PLANS AND SPECIFICATIONS MUST BE SUBMITTED, FOR REVIEW AND APPROVAL OF THE RESTRICTION COMMITTEE. ALONG WITH THE SUBMISSION OF SUCH PLANS AND SPECIFICATIONS A FEE OF \$75.00 PAYABLE TO THE FAIR OAKS RANCH HOMEOWNERS ASSOCIATION SHALL BE SUBMITTED TO COVER THE EXPENSE OF THE COMMITTEE IN REVIEWING THE PLAN. The plans and specifications must state the total living area available in each single family dwelling unit, exclusive of garages, porches and breezeways. In addition, for each of the aforesaid listed buildings, a plot plan must be submitted which shows all elevations, with the locations of each building with reference to front, side and rear setback lines, and which shows all utility, drainage, and other easements affecting said lot.

(2) The aforesaid fee of \$75.00 may be increased after December 31, 2006, at the discretion of the Restriction Committee to the extent necessary to cover the expenses of the Committee in making the required review of plans and specifications.

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

C. RESTRICTION 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 Restriction Committee. The original Restriction Committee shall consist of nominees of Ralph E. Fair, Inc.

(2) The Restriction Committee retains the right in furtherance of a uniform plan for the development of Cibolo Trails subdivision as a high class residential subdivision, to execute amendments to, including granting variances from and on, the aforerecited 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 Restriction Committee shall also perform all of the other duties and obligations imposed upon them under the provisions hereof. On or before July 1, 2010, by instrument recorded in the Official Records of Real Property of Comal County, Texas, the undersigned shall appoint a Restriction Committee of five (5) to seven (7) members residing in Cibolo Trails, Unit 2, Fair Oaks Ranch, Comal County, Texas, or any subsequent units developed in the Cibolo Trails subdivision. Such Restriction Committee shall serve as such until their successors are duly elected as hereinafter provided. The Restriction Committee, including any additional members shall be vested with all of the duties, powers, prerogatives and discretions herein conferred upon the original Restriction Committee. Any vacancies in the Restriction Committee by death, resignation or otherwise (it being understood that the sale by any member of the committee of all of his property in the subdivision will be construed as a resignation by him 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.

Notwithstanding the foregoing, however, it is expressly understood that any time after

July 1, 2010, the owners of a majority of the lots in the Cibolo Trails subdivisions, with any husband and wife being considered as one owner, may by instrument in writing filed in the Deed Records of Comal County, Texas, elect a Restriction Committee for the subdivision. The Committee will consist of five (5) to seven (7) members and is limited to one member per residence. Any committee so elected shall thereafter be vested with all of the duties, powers, discretions and prerogatives of the original Restriction Committee herein provided for. The Restriction Committee may by letter delivered to the party involved grant variances from any one or more of the above recited limitations and restrictions insofar, and only insofar, as they pertain to individual lots in the subdivision. Any amendments to or variances from such limitations and restrictions made or granted by the Restriction Committee pertaining to all of the lots in the subdivisions may be made only by written instrument executed by the owners of seventy-five percent (75%) or more of the lots and filed in the Deed Records of Comal County, Texas.

D. (a) 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.

(b) CIBOLO TRAILS HOMEOWNERS 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 of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Restriction Committee or the owner of any lots subject to the restrictions in this declaration, and their respective legal representatives, heirs, successors and assigns. It is further expressly understood that the undersigned, the Restriction Committee, 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 a breach thereof or to enforce the observance thereof. The remedy however, shall not be exclusive and the undersigned, the Restriction 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, attorneys 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 Restriction 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 until September 1, 2033, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten years, unless by a vote of three-fourths of the owners of lots in such subdivision, with each lot in such subdivision having one vote, taken prior to September 1, 2030, or of any current extended period, and filed for record in the Deed Records of Comal County, Texas, it is agreed that these restrictive covenants and use limitations shall terminate as to said subdivision on September 1, 2033, or current extended period.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

EXECUTED this 15 day of JUNE, 2005.

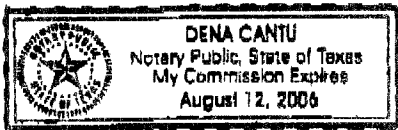
RALPH E. FAIR, INC.

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

(Corporate Acknowledgment)

STATE OF TEXAS §
COUNTY OF COMAL §

This instrument was acknowledged before me, the undersigned authority, on the 15th day of June, 2005, by Robert J. Weiss, Jr., President of Ralph E. Fair, Inc., a Delaware corporation, on behalf of said corporation.



Dena Cantu
Notary Public, State of Texas

RETURN TO:
→ RICHARD F. HALTER
8700 Crownhill Blvd., Suite 300
San Antonio, Texas 78209

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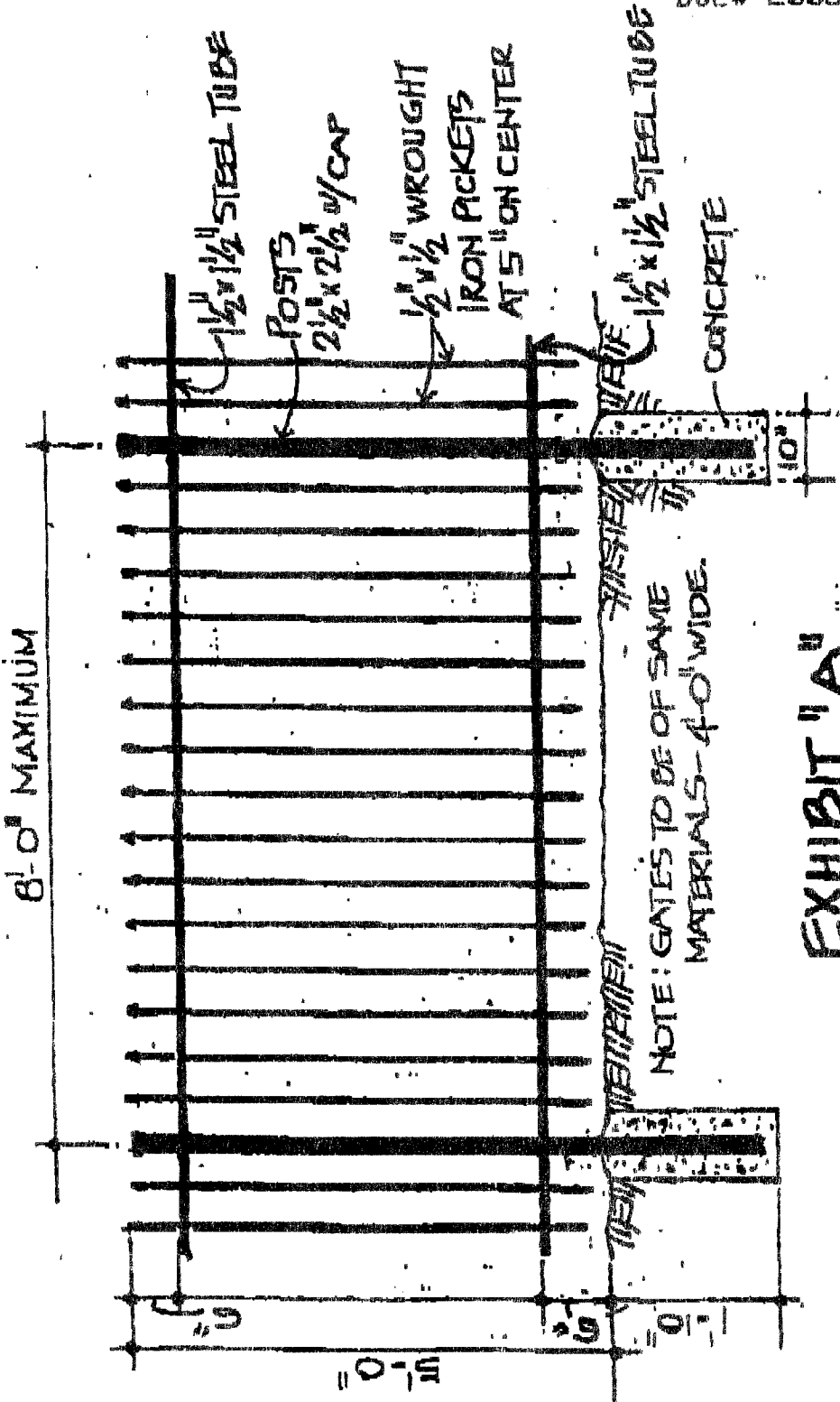


EXHIBIT "A"

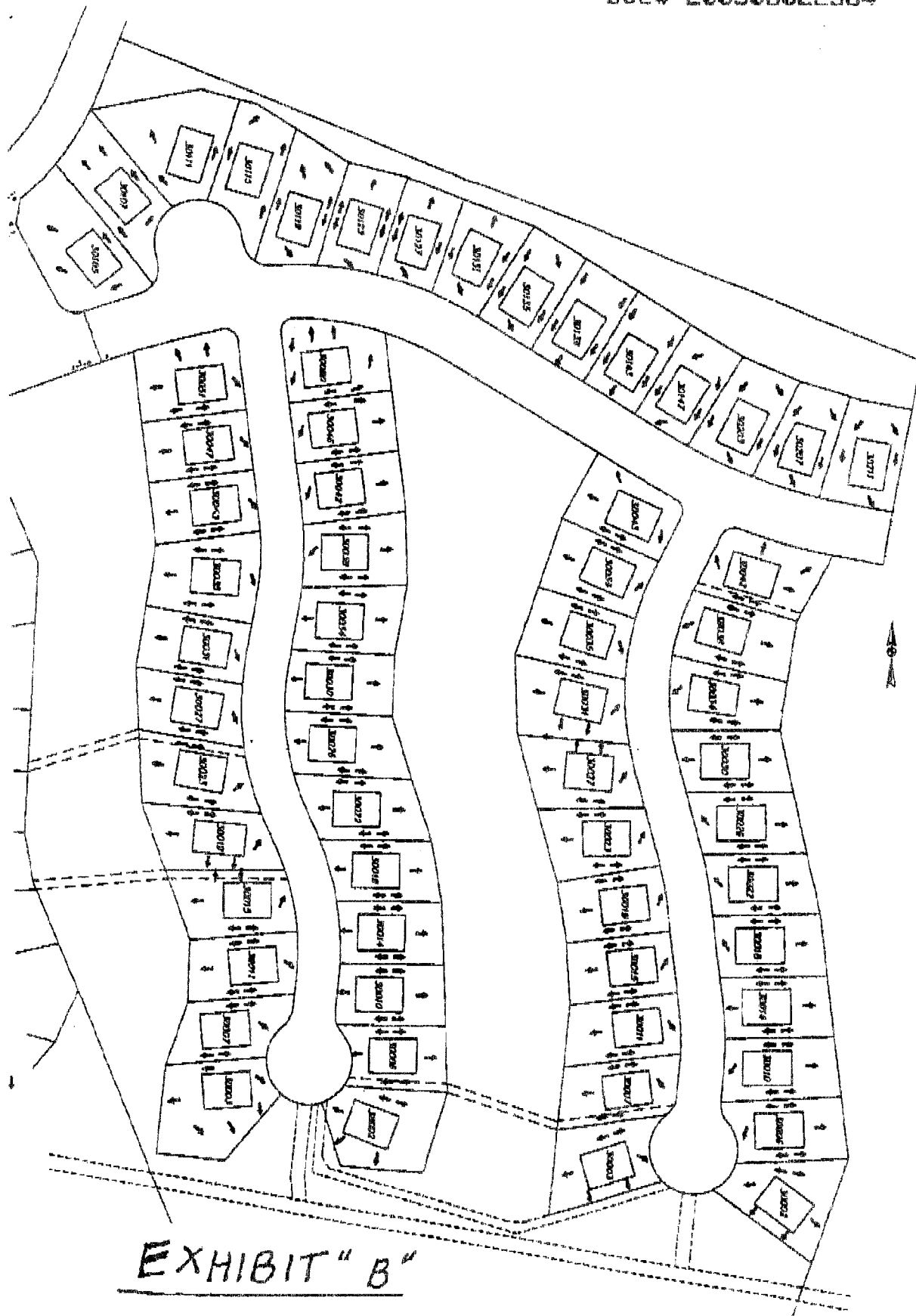
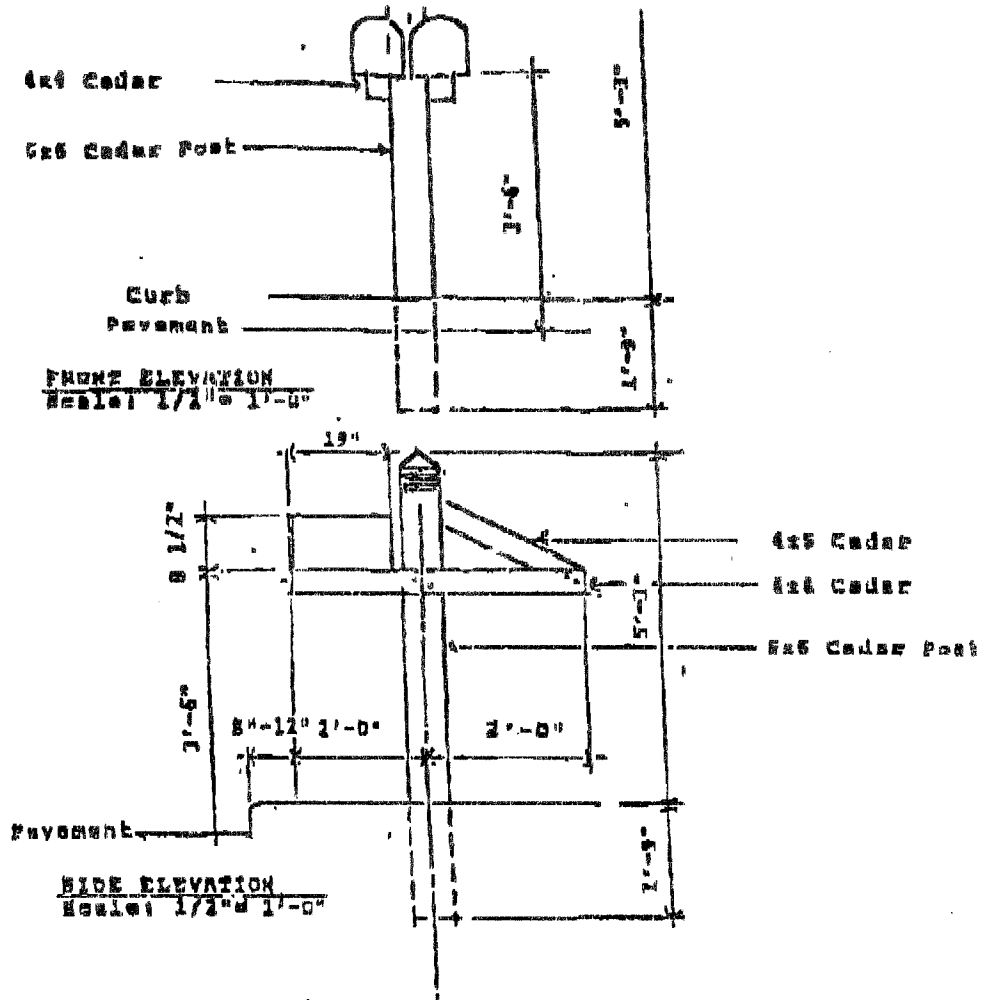


EXHIBIT "B"

<p>JOB NO. 980520 SHEET NO. 17 OF 18 DRAWN BY: [blank] CHECKED BY: [blank] DATE: [blank] PAGE: [blank]</p>	<p>CEBULO TRAILS UNIT 2 SITE GRADING PLAN</p>	<p>ALAMO CONSULTING ENGINEERING & SURVEYING, P.C. 140 MEMOR RD., STE. 819, SAN ANTONIO, TX 78213 PHONE: (214) 349-0888 FAX: (214) 349-0888</p>	<p>REVISIONS</p> <table border="1"> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>																		



Notes:

1. All wood members should be cedar.
2. All connections should be made with bolts or screws.
3. Mailbox should be a U.S. Post Office approved, Traditional style, Size 1 box being 19" long, 8 1/2" wide, and 8 1/2" tall as shown in Exhibit B and black in color.
4. Mailbox should be installed with the bottom of the box 3 1/2" from the road surface.
5. Face of mailbox should be offset 8" to 12" behind the edge of pavement.
6. The top of the 6x6 post should be cut at 45 degree angles on all sides to form a point. A 1/2" routed decorative band is to be placed 1" below the intersection of the point slope plan and the vertical plane with the second band placed 1" below the first band.

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 ALLIANCE Pages 12
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 JOY STREATER
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