

**RIM ROCK RANCH RULES AND REGULATIONS  
AND FINES POLICY**

**STATE OF TEXAS           §  
  §  
COUNTY OF COMAL       §**

**KNOW ALL MEN BY THESE PRESENTS**

In accordance with the authority granted by Section 7.11 of the Restated Declaration of Covenants, Conditions, and Restrictions Rim Rock Ranch Units 1, 2, 3 and 4 (hereinafter the “Covenants”), the Board adopts the following rules, regulations, and enforcement policies:

**I. Definitions**

“Public Road” as referred to in Section 3.03 of the Covenants, means the county right-of-way as set forth on the plat for the Rim Rock Ranch Subdivision and includes more than just the paved portions of the roadway. The boundary of the county right-of-way and your property line has been marked by the surveyor pins at the front corners of each lot. The set back requirements are measured from the boundary of your property as set forth above.

“Improvements” as set forth in Section 3.03, means any structure constructed on the lot, but does not include driveways or sidewalks.

“Common Area” as defined in Section 1.03 of the Covenants, refers to all real property (including improvements) within the Subdivision owned by the Association for the common use and enjoyment of the Owners. Common Area is shown on the Plats as the Common Area or Equestrian and Nature Reserves.

“The Park” as identified as Lot 51 on the Rim Rock Ranch Plat, refers to the area surrounding the Pavilion, restroom, playground, tennis court, basketball court, volleyball court, mailbox units and any other area included in the property belonging to the Association.

**II. Assessments and Enforcement Provisions Concerning Encroachments**

In addition to and without limiting any of the other rights and powers the Board may have to enforce the Covenants, the Board, upon a finding that a violation of the Covenants was the result of a bona fide error and upon a further finding that a particular encroachment has no significant detrimental effect to the overall aesthetics of the subdivision, may, after notice and hearing, agree to take no action to enforce the setback requirements and impose the following assessments in lieu of seeking injunctive relief for the breach, or threatened breach, of the provisions of the Covenants. The election to impose an assessment or seek injunctive relief lies solely within the discretion of the Board. The Board’s decision to take no action to enforce the setback requirements and to impose an assessment instead, shall not constitute a variance.

**Section 2.01: Assessments for Encroachment into Setbacks**

- A. For encroachments, which are less than or equal to one linear foot into any setback, the Board will impose no assessment.
- B. For encroachments, which are greater than one linear foot but less than or equal to two linear feet, the assessment shall be \$1,000.00.
- C. For encroachments, which are greater than two linear feet but less than or equal to three linear feet, the assessment shall be \$3,000.00.
- D. For encroachments, which are greater than three linear feet but less than or equal to four linear feet, the assessment shall be \$5,000.00.
- E. For encroachments, which are greater than four linear feet but less than or equal to five linear feet, the assessment shall be \$10,000.00.
- F. For encroachments, which are greater than five linear feet, then, the assessment shall be the sum of \$10,000.00 and the product of \$5,000.00 and the number of feet or part of a foot that the encroachment exceeds five linear feet. For example, if an improvement encroaches nine feet and ten inches into a building setback, the assessment shall be \$35,000.00. (\$10,000.00 for the first five linear feet plus \$25,000.00 for the next four feet ten inches [5 x \$5,000.00]).
- G. If more than one setback is encroached upon, the Board may impose a separate assessment for each encroachment. For example, if a residence encroaches into both the front and side setback lines and each such encroachment is greater than one linear foot but less than or equal to two linear feet, the Board may impose an assessment of \$2,000.00.

**Section 2.02: Assessments for the Violation of Other Restrictions**

For any violation of the covenants, for which a variance has not been granted, the Board may, after notice and hearing, with or without seeking injunctive relief, impose a daily assessment of \$100.00 until such violation has been corrected. For example, the construction of a storage building in front of the main resident, without first obtaining a variance from the Architectural Control Committee.

**Section 2.03: Assessments for Violation of 3.01**

In the event that any improvements upon a lot are not completed as to exterior finish and appearance within six months plus any extension granted by the Architectural Control Committee, then the Board, after notice and hearing, may impose an assessment of \$100.00 per day until (1) the improvements are completed as to exterior finish and appearance; or (2) the improvements are demolished, removed from the site, and the lot is substantially returned to its original condition.

**Section 2.04: Assessments for Violations of Section 3.08 (Garbage and Trash Disposal) and Section 3.09 (Inoperable or Junked Vehicles) and 3.10 (Signs) and Section 3.11 (Animal Use and Approval)**

Following written notice to any owner of a violation of Sections 3.08, 3.09, 3.10 or 3.11 of the Covenants, the Board may, without limiting any of the other rights and powers it may have to enforce the Covenants, after notice and hearing, impose an assessment of up to \$100.00 per day for each day until the violation is corrected.

**III. Creation of Lien and Personal Obligation**

In accordance with Section 6.01 of the Covenants, the foregoing charges and assessments levied by the Board, shall constitute a contractual lien upon the owner's tract.

**IV. 4H (FFA) Animal Use and Approval**

In accordance with Section 3.11 of the Covenants, the raising of animals by students enrolled in a school sponsored 4H (or FFA) program is permitted. Upon completion of a sponsored program, animals must be removed and are no longer approved. Proof of enrollment is required. To meet this requirement, the sponsoring school name, student's name, instructor's name, and instructor's contact phone number must be filed with the Rim Rock Ranch Property Owners Association Board of Directors.

Additionally, if poultry is approved, a maximum of 15 domestic female chickens (hens) may be kept on each Tract with a dwelling constructed thereon, provided that a humane and sturdy henhouse that is approved by the Architectural Control Committee is constructed for such chickens before they may be kept on the Tract. The location of the henhouse shall be in compliance with the Covenants and must be a minimum of 25 feet behind the rear of the main dwelling. The Board of Directors has further determined as set forth in Section 3.11 that roosters (male chickens) can be a nuisance to other Owners and are therefore prohibited. Furthermore, any other Farm Animals (lambs, goats and cattle) raised for 4H or FFA programs are limited to one lamb, or one goat per acre, per Tract. Rabbits and Steer will be approved on a case-by-case basis. No other farm animals will be permitted that are not part of a 4H or FFA program.

**V: Common Area Use and Regulations**

In accordance with Sections 2.05, 3.07, and 7.03 of the Covenants, and to ensure the enjoyment and safety of the Association and its Members, the following rules to govern the use and regulations, pertaining to the Common Areas, have been adopted:

A. The Common Area identified as “The Park” (Lot 51) are off-limits to animals typically found on farms, including horses, cows, goats, etc... Horseback riding and other equestrian activities, such as, training, jumping, or any other activity which includes the use of a horse, are not permitted in this area (Lot 51). In addition, no other animals typically found on a farm are to be permitted in this area for any reason. This does not include pets such as dogs and cats. For the purpose of this rule and regulation, animals typically found on a farm, such as, but not limited to, horses, cows and goats, are not considered pets.

B. The use of “The Park” is restricted to use by Rim Rock Ranch property owners and their guests. A reservation is required for all activities that involve a specific time period, such as private parties or sports activities. Reservations are made by contacting the RRR Treasurer at [rrrtreasurer@gmail.com](mailto:rrrtreasurer@gmail.com).

C. Rules concerning the tennis court and basketball court rules are posted at the tennis court.

D. In accordance with Section 7.03 of the Covenants, all signage in the Common Area is prohibited. No sign of any kind may be erected or displayed in the Common Areas (Lot 51, nature trails, front entrance property, and upon any other property belonging to the Association) other than those approved by the Rim Rock Ranch Board of Directors.

## **VI: Use of Fireworks**

In accordance with Section 3.07 of the Covenants, fireworks have been declared a nuisance and/or annoyance and are prohibited from all Rim Rock Ranch commons areas. This includes, but is not limited to, the park area with the large pavilion, the area in and around the tennis and basketball court, the mailbox pavilion area, the center island at the entrance to Rim Rock Ranch, the area west of the creek (former volleyball court), and the playground area.

## **VII: Enforcement Procedure**

1. Before levying a fine, the Board of Directors will give the Owner a written violation notice and an opportunity to be heard by certified mail, return receipt requested, and first class mail. The Association's written violation notice will contain the following items: (a) the date the violation notice is prepared or mailed; (b) a description of the violation; (c) a reference to the rule or provision that is being violated; (d) a description of the action required to cure the violation; (e) a reasonable deadline by which the violation is required to be cured; (f) the amount of the fine; (g) a statement that not later than the thirtieth day after the date of the receipt of the violation notice, the Owner may request a hearing before the Board to contest the violation; and (h) a statement that the owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501, et seq.), if they are serving on active duty military. The following provisions also apply:

- a. New Violations - If the Owner has not been given notice and a reasonable opportunity to cure a violation within the preceding six months, the notice will state a specific timeframe by which the violation must be cured to avoid the fine.
- b. Repeat Violations - In the case of a repeat of the continuation of a violation of which the Owner was previously notified and the violation was not cured within the preceding six month time period, the notice will state that, because the Owner was given notice and a reasonable opportunity to cure the violation but the violation has not been cured, the fine attaches from the date of the expiration of the cure period in the violation notice.
- c. Uncurable violations – If a violation cannot be cured, or if it is an act constituting a threat to health or safety, then no opportunity to cure shall be provided

2. An Owner may request in writing a hearing before the Board to contest the fine. To request a hearing before the Board, the Owner must submit a written request to the Association's manager within thirty days after the date of receipt of the violation notice. Within twenty days after the Owner's request for a hearing, the Association will give the Owner at least ten days advance notice of the date, time, and place of the hearing, and a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. The hearing will be held in a closed or executive session of the Board.

3. The Board of Directors of the Association may set fine amounts on a case-by-case basis, provided the fine is reasonable considering the nature, frequency, and effects of the violation, and that An Owner is liable for fines levied by the Association for violations of the Restrictions by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner. Any Owner who is fined must pay the fine within thirty days of notice that a fine has been levied. The Board of Directors of the Association may cause the Association to file suit to collect any fine which is not paid by the deadline.

### **VIII: Prior Versions Superseded**

These Rules and Regulations are adopted in complete replacement and substitution of all prior Rules and Regulations of the Board of Directors.

The foregoing was approved at an open meeting of the Board of Directors of the Association with notice to its Members, as certified by the signature of the President of the Association below.

Signed this 8<sup>th</sup> day of February, 2024.

RIM ROCK RANCH PROPERTY OWNERS  
ASSOCIATION, a Texas non-profit corporation

By: Forrest W Oliverson  
Forrest Oliverson, Its President

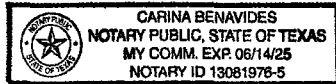
STATE OF TEXAS           §  
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COUNTY OF ~~COMAL~~ <sup>BEXAR</sup> §

Before me, the undersigned notary public, on this day personally appeared Forrest Oliverson, President of Rim Rock Ranch Property Owners Association, known to me or proved to me by presentation to me of a governmentally-issued identification card to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 8<sup>th</sup> day of February, 2024.

Carina Benavides  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**  
Rim Rock Ranch Property Owners Association  
c/o Tom L. Newton, Jr.  
Allen, Stein & Durbin, P.C.  
6243 IH-10 West, Suite 700  
San Antonio, Texas 78201



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