

AGENDA
PLANNING AND ZONING COMMISSION MEETING
BOERNE CITY HALL
RONALD C. BOWMAN CITY COUNCIL CHAMBERS
447 North Main Street
Monday, November 3, 2025 – 6:00 p.m.

A quorum of the Planning and Zoning Commission will be present during the meeting at: 447 N. Main St., Boerne, TX 78006

Executive session in accordance with the Texas Government Code: The Planning and Zoning Commission may, as permitted by law, adjourn into executive session at any time to discuss any matter listed below as authorized by Texas Government Code §551.071 (Consultation with Attorney)

1. CALL TO ORDER – 6:00 PM

Pledge of Allegiance to the United States Flag

Pledge of Allegiance to the Texas Flag

(Honor the Texas flag, I pledge allegiance to thee, Texas – one state under God, one and indivisible.)

2. CONFLICTS OF INTEREST

3. PUBLIC COMMENTS: This is the opportunity for visitors and guests to address the Planning and Zoning Commission on any issue. The Planning and Zoning Commission may not discuss any presented issue, nor may any action be taken on any issue at this time. (Attorney General opinion – JC-0169)

4. CONSENT AGENDA: All items listed below within the consent agenda are considered routine by the Planning and Zoning Commission and may be enacted with one motion. There will be no separate discussion of items unless there is a Commission member or citizen request, in which event the item may be moved to the general order of business and considered in its normal sequence.

- A. [2025-555](#) CONSIDER APPROVAL OF THE MINUTES OF THE PLANNING AND ZONING COMMISSION MEETING OF SEPTEMBER 8, 2025 AND MEETING OF OCTOBER 6, 2025.

Attachments: [P&ZMinutes.25.1006](#)

- B. [2025-557](#) CONSIDER APPROVAL FOR ESPERANZA 3H MAJOR SUBDIVISION

FINAL PLAT, GENERALLY LOCATED NORTHEAST OF ESPERANZA BOULEVARD AND FORTUNA STREET. (EXTRA TERRITORIAL JURISDICTION)

Attachments: [AIS Esperanza 3H Final Plat](#)
 [Attachment 1 – Aerial Map](#)
 [Attachment 2 – Future Land Use Map](#)
 [Attachment 3 – Environmental Constraints Map](#)
 [Attachment 4 – Proposed Major Subdivision Final Plat](#)
 [Attachment 5 – POD General Master Development Plan Phase 3 & 4](#)

- C. [2025-558](#) CONSIDER APPROVAL FOR SIENA COURT GARDEN HOMES FINAL PLAT GENERALLY LOCATED NORTHEAST OF DALLEY STREET AND FREY STREET.

Attachments: [AIS Siena Court Final Plat - NC Final](#)
 [Attachment 1 - Aerial Map](#)
 [Attachment 2 - Future Land Use Map](#)
 [Attachment 3 - Environmental Constraints Map](#)
 [Attachment 4 -Final Plat](#)
 [Attachment 5 - Approved Preliminary Plat](#)
 [SienaGH CCR revised 10212025](#)

5. REGULAR AGENDA:

- A. [2025-559](#) CONSIDERATION OF A REQUEST TO RATIFY THE ZONING DESIGNATION OF C3 – SICO (COMMUNITY COMMERCIAL WITHIN THE SCENIC INTERSTATE CORRIDOR OVERLAY DISTRICT), AS DETERMINED THROUGH LEGAL REVIEW OF THE UNIFIED DEVELOPMENT CODE, FOR AN APPROXIMATELY 5.155-ACRE PROPERTY LOCATED ON IH-10 WEST. THIS TRACT, KNOWN AS THE IH-10 “SURPLUS NORTH” TRACT, ADJOINS THE FUTURE BUC-EE’S DEVELOPMENT AT 33375 IH-10 WEST.

Attachments: [AIS -Buc-ee's Zoning Ratification Final - 20251103 Final](#)
[Attachment #1 - Aerial Map](#)
[Attachment #2 - Future Land Use Map](#)
[Attachment #3 - Zoning Map](#)
[Attachment #4 - Environmental Constraints Map](#)
[Attachment #5 - Written Responses](#)
[Attachment #6 - Bucees 380 Development Agreement](#)
[Attachment #7 - Ordinance No. 2020-18 - B-2 Zoning Pre-UDC](#)
[Attachment #8 - C3 Zoning Determination Letter](#)
[Attachment #9 - Buc-ee's Project Briefing 2025.08.27 Final](#)
[Attachment #10 - Commercial Zoning District Comparison](#)

- B. [2025-560](#) CONSIDER APPROVAL ON THE 2026 PLANNING AND ZONING
COMMISSION MEETING DATES.

Attachments: [AIS - 2026 PZ Meeting Dates](#)
[2026-Planning Calendar](#)

6. DISCUSSION ITEMS:

- A. [2025-561](#) DISCUSS TEXAS AMERICAN PLANNING AWARDS.

7. COMMENTS FROM COMMISSION/LEGAL COUNSEL/STAFF - No discussion or action
may take place

8. ADJOURNMENT

s/s Nathan Crane

Administrative Officer

CERTIFICATION

I herby certify that the above notice of meeting was posted on the 28th day of
October, 2025 at 2:15 p.m.

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS

**The City Hall Complex is wheelchair accessible. Access to the building and special
parking is available at the front entrance of the building. Requests for special
services must be received forty-eight (48) hours prior to the meeting time by calling
the Planning and Community Development Department at 830-248-1501.**

Pursuant to Section 30.06 Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun.

Pursuant to section 30.07 Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.

MINUTES
PLANNING AND ZONING COMMISSION MEETING
BOERNE CITY HALL
RONALD C. BOWMAN CITY COUNCIL CHAMBERS
447 North Main Street

Monday, October 6, 2025 – 6:00 p.m.

Present **6 -** Vice Chair Lucas Hiler, Commissioner Bob Cates, Commissioner Susan Friar, Commissioner Cody Keller, Commissioner Bill Bird, and Commissioner Carlos Vecino

Absent **1 -** Chairman Tim Bannwolf

1. CALL TO ORDER – 6:00 PM

2. CONFLICTS OF INTEREST

3. PUBLIC COMMENTS:

4. CONSENT AGENDA:

The Commission pulled the minutes from the consent agenda for discussion. Commissioner Friar noted that the agenda item regarding the PUD did not include the seven stipulations, as well as the two additional stipulations, and that these were not reflected in the minutes.

Director Crane acknowledged the oversight and stated that the item could be pulled and brought back at the next meeting once the necessary corrections have been made.

A. CONSIDER APPROVAL OF THE MINUTES OF THE PLANNING AND ZONING COMMISSION MEETING OF SEPTEMBER 8, 2025.

5. REGULAR AGENDA:

A. HOLD A PUBLIC HEARING AND CONSIDER A REQUEST FOR A SPECIAL USE PERMIT (SUP) FOR AN ACCESSORY DRIVE-THRU LOCATED AT 31500 INTERSTATE 10 (SCOOTER’S COFFEE).

JoAnn Marie Aldrade, Planning Department, was called to present. She reviewed the site plan and project requirements, noting that the proposal includes a 668 sq. ft. building with no indoor seating, featuring drive-thru and walk-up service only. All necessary utilities are available at the site.

Discussion on this project was previously held on August 19, and staff

recommendations (four) were included.

Commissioner Hiler asked about traffic in the area. Engineering & Mobility Director Jeff Carroll stated that the City has been reviewing the Cascade Cavern Road project, which is federally funded but currently delayed. He added that other developers are being considered for mitigation improvements.

Public Hearing opened at 6:13 PM.

Comments received:

Bobby Yelverton - NAPA Auto Parts store owner, stated he had no concerns with Scooter's Coffee developing on the site and encouraged the Commission to move forward.

Andrew & Shaughnessy Davis, 113 Wild Rose Hill, owners of Scooter's Coffee, stated they also own the Kerrville location, which is a top-performing store. They highlighted their active community involvement through fundraisers and donations and noted that they have lived in Boerne for five years.

Public Hearing closed at 6:15 PM.

Commissioner Bird asked whether the southeast portion of the property includes a deeded easement that the coffee shop will utilize. Director Crane confirmed that it is an existing easement.

Commissioner Vecino inquired about traffic backing up on the service road and asked for a timeframe. Director Carroll confirmed that peak traffic occurs between 7:30 and 8:30 a.m. due to nearby school traffic, not because of the businesses in the area. He added that traffic concerns are minimal since the types of businesses nearby have different peak hours (morning coffee vs. lunch rush).

Commissioner Friar stated that she supports the project and believes it is a great location. She asked where overflow cars would go if the drive-thru line

becomes long. Andrew Davis responded that Scooter's Coffee operates efficiently, averaging two minutes per car with a full crew, and that they have a rush plan in place for morning peak hours.

A MOTION WAS MADE BY COMMISSIONER BIRD, SECONDED BY COMMISSIONER CATES, TO APPROVE A REQUEST FOR A SPECIAL USE PERMIT (SUP) FOR AN ACCESSORY DRIVE-THRU LOCATED AT 31500 INTERSTATE 10 (SCOOTER'S COFFEE). TO INCLUDE 4 STIPULATIONS 1) THE PROPOSED USE SHALL CONFORM TO THE NARRATIVE AND SITE PLAN DATE STAMPED SEPTEMBER 24, 2025. 2) FINAL DESIGN AND INSTALLATION OF THE PROPOSED BIORETENTION/LOW IMPACT DEVELOPMENT (LID) FEATURE SHALL BE SUBJECT TO STAFF APPROVAL TO ENSURE COMPLIANCE WITH UDC CHAPTER 8 ENVIRONMENTAL DESIGN REQUIREMENTS. 3) FINAL DESIGN AND INSTALLATION OF ESCAPE LANE SHALL BE SUBJECT TO STAFF APPROVAL TO ENSURE COMPLIANCE WITH UDC ACCESS AND CIRCULATION STANDARDS. 4) IN ACCORDANCE WITH UDC SEC, 2-5.D.8.A.III, THE SPECIAL USE PERMIT SHALL EXPIRE WITHIN TWO YEARS FROM THE DATE OF APPROVAL IF NO PHYSICAL IMPROVEMENTS ARE MADE, AND A CERTIFICATE OF OCCUPANCY IS NOT ISSUED. THE MOTION CARRIED BY THE FOLLOWING VOTE:

Yeah: 6 - Vice Chair Hiler, Commissioner Cates, Commissioner Friar, Commissioner Keller, Commissioner Bird, and Commissioner Vecino

B. CONSIDER A VARIANCE REQUEST TO CHAPTER 2.12.2, DRIVEWAY THROAT LENGTH, OF THE ENGINEERING DESIGN MANUAL.(902 River Road, Lot PT-3, Block 7)

Commissioner Hiler announced that Agenda Items 5B through 5E would not be discussed or considered this evening, items have been withdrawn by applicant.

C. CONSIDER A VARIANCE REQUEST TO CHAPTER 5.2 (B)(2)(C), ACCESS AND ON-SITE CIRCULATION, OF THE UNIFIED DEVELOPMENT CODE. (902 River Road, Lot PT-3, Block 7)

No discussion. No action.

D. CONSIDER A VARIANCE REQUEST TO CHAPTER 5.6(B)(3)(B), ON-SITE PARKING FOR NONRESIDENTIAL PROPERTIES, OF THE

UNIFIED DEVELOPMENT CODE.(902 River Road, Lot PT-3, Block 7)

No discussion. No action.

- E. **CONSIDER A VARIANCE REQUEST TO CHAPTER 7.5(A)(2), ROADWAY ACCESS DESIGN STANDARDS, OF THE UNIFIED DEVELOPMENT CODE.(902 River Road, Lot PT-3, Block 7)**

No discussion. No action.

6. DISCUSSION ITEMS:

- A. **PRESENTATION OF PROPOSED UPDATES TO THE UNIFIED DEVELOPMENT CODE.**

Planning Director Nathan Crane presented proposed amendments to the Unified Development Code (UDC). He explained that discussion would take place at this meeting, followed by a public hearing and potential approval at a future meeting. The amendments would then be presented to City Council for two readings.

The proposed changes address HB 3699 (Subdivisions) and HB 3492 (Plan Review and Inspection Fees). Director Crane also outlined proposed updates related to water conservation, xeriscaping, and impervious cover, explaining how the new processes would be implemented and presented to the Commission.

Commissioner Cates asked when the Commission would receive the actual language of the amendments and how much time they would have to review it. Director Crane confirmed that the material would be included in the meeting packet and available for review over the weekend prior to the next meeting.

Commissioner Frair asked for clarification regarding subdivision and platting responsibilities-specifically, whether any authority would be removed from the Commission. Director Crane explained that under HB 3699, the Commission would no longer review major subdivisions, as these would be replaced with a Master Development Plan process. Commissioner Frair also expressed concern that the proposed \$150 water conservation rebate for rainwater capture is not a strong enough incentive and requested reconsideration of that amount. Director Crane noted that any changes to

the rebate would require City Council approval. Ryan Bass Environmental Manager, added that several residents have expressed interest in rainwater collection and that staff is considering revisiting the incentive program.

Commissioner Hiler recommended moving consideration of this item to December, allowing the Commission and community sufficient time to review the proposed amendments. Assistant City Manager Kristy stated that she had no issue delaying the presentation and agreed to provide the proposed changes earlier to allow additional review time. Commissioner Cates requested that staff provide a redlined version of the proposed changes for clarity. Commissioner Friar suggested scheduling a workshop in November to discuss the amendments in more detail.

B. DARK SKY PRESENTATION

Ryan Bass presented an overview of the Dark Sky Ordinance, which outlines outdoor lighting and illumination requirements. He noted that City Council approved the initiative in 2020, allowing the City to move forward with its application for official Dark Sky Community designation.

Commissioner Hiler asked how existing developments can become more Dark Sky compliant. Mr. Bass explained that when businesses apply for remodel permits, staff encourages them to incorporate Dark Sky improvements. Additionally, if a business experiences significant building loss or reconstruction, they are asked to meet Dark Sky standards.

Commissioner Bird inquired about the lighting at the Nissan project and whether it meets Dark Sky requirements. M. Bass stated that the Nissan site is not fully Dark Sky compliant, though staff worked with Honda to improve lighting at their location to better align with Dark Sky principles. Commissioner Bird also asked if any incentives exist for retrofitting lighting to meet Dark Sky standards. Mr. Bass responded that he is aware of such programs in Austin, but is not aware of similar incentives in smaller cities.

Commissioner Vecino commented that residential lighting issues appear to be less of a concern than commercial ones. Mr. Bass agreed, noting that when complaints are received regarding residential lighting, the City will ask

Code Enforcement to respond.

7. COMMENTS FROM COMMISSION/LEGAL COUNSEL/STAFF - No discussion or action may take place

No comments received.

8. ADJOURNMENT

6:58 PM

s/s Nathan Crane

Administrative Officer



AGENDA ITEM SUMMARY

Agenda Date	November 3, 2025
Requested Action	Consider approval for Esperanza 3H Major Subdivision Final Plat, generally located northeast of Esperanza Boulevard and Fortuna Street. (Extra Territorial Jurisdiction)
Contact Person	Jo-Anmarie Andrade, Planner II (830) 816-2040, janadrade@boerne-tx.gov
Background Information	BACKGROUND: The property is owned by Lookout Group Development Group, LP, and the applicant is Michael Scholze, PE, Kimley-Horn Engineering Co. The property is not located within the city limits but is within the Extra-Territorial Jurisdiction (ETJ). The city has subdivision authority but does not have zoning authority in the ETJ. Additionally, this project is included within a Development Agreement approved in 2008 and amended in 2023. The preliminary plat was conditionally approved by the Planning and Zoning Commission on April 7, 2025 The POD General Development Plan (GDP) was approved June 7, 2021. The project is vested to regulations in effect as of February 12, 2008, and is limited to conformance with Subdivision Ordinance No. 2007-56. REQUEST: 1. Esperanza Phase 3H includes 81 residential lots, 2 open space lots, and 4.546 acres of Private Right-Of-Way on 19.740 acres. The density is 4.103 residential lots per acre. 2. The approved Pod General Development Plan (GDP) indicates the lots in this area are a minimum of 45, 50/55, 60/65 and 70 feet of frontage. All lots meet or exceed the minimum lot frontage requirements. 3. The plat includes a total of 0.837 acres of open space divided

	into 2 lots. Open space Block 110 – Lot 100 and Block 113 – Lot 101 shall serve as drainage, sidewalk, & utility easements. 4. Primary access to the subdivision will be provided from a Buena Vida which is a private local neighborhood street and will connect to Galisteo Drive which is a collector street. A secondary point of access will be through Sereno, a private neighborhood street. 5. Water, sewer, reclaimed water, and natural gas services are provided by the City of Boerne. 6. Several easements are being established for utilities and a temporary grading easement which will expire upon date of substantial completion. ANALYSIS: <u><i>Development Master Plan, Zoning, and Preliminary Plat:</i></u> • The City’s Future Land Use Plan designates this property as Neighborhood Residential, and the preliminary plat aligns with the Comprehensive Plan’s objectives for cohesive neighborhood residential development with compatible densities. • The preliminary plat adheres to the requirements of the Esperanza development agreement, approved master plan, and the applicable subdivision ordinance. • All necessary right-of-way dedications and planned street improvements are included in this development. <u><i>Landscaping and Open Space:</i></u> • The open space plan for Phase 3H conforms to the approved Master Plan, with a total of 0.837 acres designated for open space and various easements including 14 Heritage and Legacy Trees. <u><i>Utilities, Drainage, and Floodplain:</i></u> • The proposed easements provide enough space for necessary utilities and drainage systems, ensuring smooth service delivery and water management. • The proposed plat is not located within the SARA floodplain or a
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	City of Boerne Drainage Protection Zone (DPZ). FINDINGS: • The Final Plat is consistent with the Comprehensive Master Plan. • The Final Plat is consistent with the Esperanza Master Plan and Development Agreement. • The Final Plat consistent with the applicable/vested subdivision regulations. RECOMMENDATION: The Planning and Zoning Commission determine if the request meets the requirements of UDC Section 2-6 Platting Procedure. If the Commission chooses to recommend approval, staff recommends the inclusion of the following stipulation(s): 1. The recorded plat shall substantially conform to the final plat date stamped September 8, 2025. MOTIONS FOR CONSIDERATION: The following motions are provided to assist the Commission’s decision. I move that the Planning and Zoning Commission accept the findings and APPROVE the proposed final plat subject to the stipulation recommended by staff. OR I move that the Planning and Zoning Commission DENY the proposed final plat based on the following findings: (The Commission will need to state the reasons for the denial. These reasons should reference specific regulations in the UDC.).
Strategic Alignment	
Financial Considerations	N/A

Citizen Input/Board Review	Public hearings and notifications are not required for this request.
Legal Review	This action is needed to meet statutory requirements.
Alternative Options	The Commission must approve, approve with conditions, extend the review, or disapprove the plat. Each condition or reason for denial must be directly related to requirements of city regulations and may not be arbitrary.
Supporting Documents	Attachment 1 – Aerial Map Attachment 2 – Future Land Use Map Attachment 3 – Environmental Constraints Map Attachment 4 – Proposed Major Subdivision Final Plat Attachment 5 – POD General Master Development Plan Phase 3 & 4



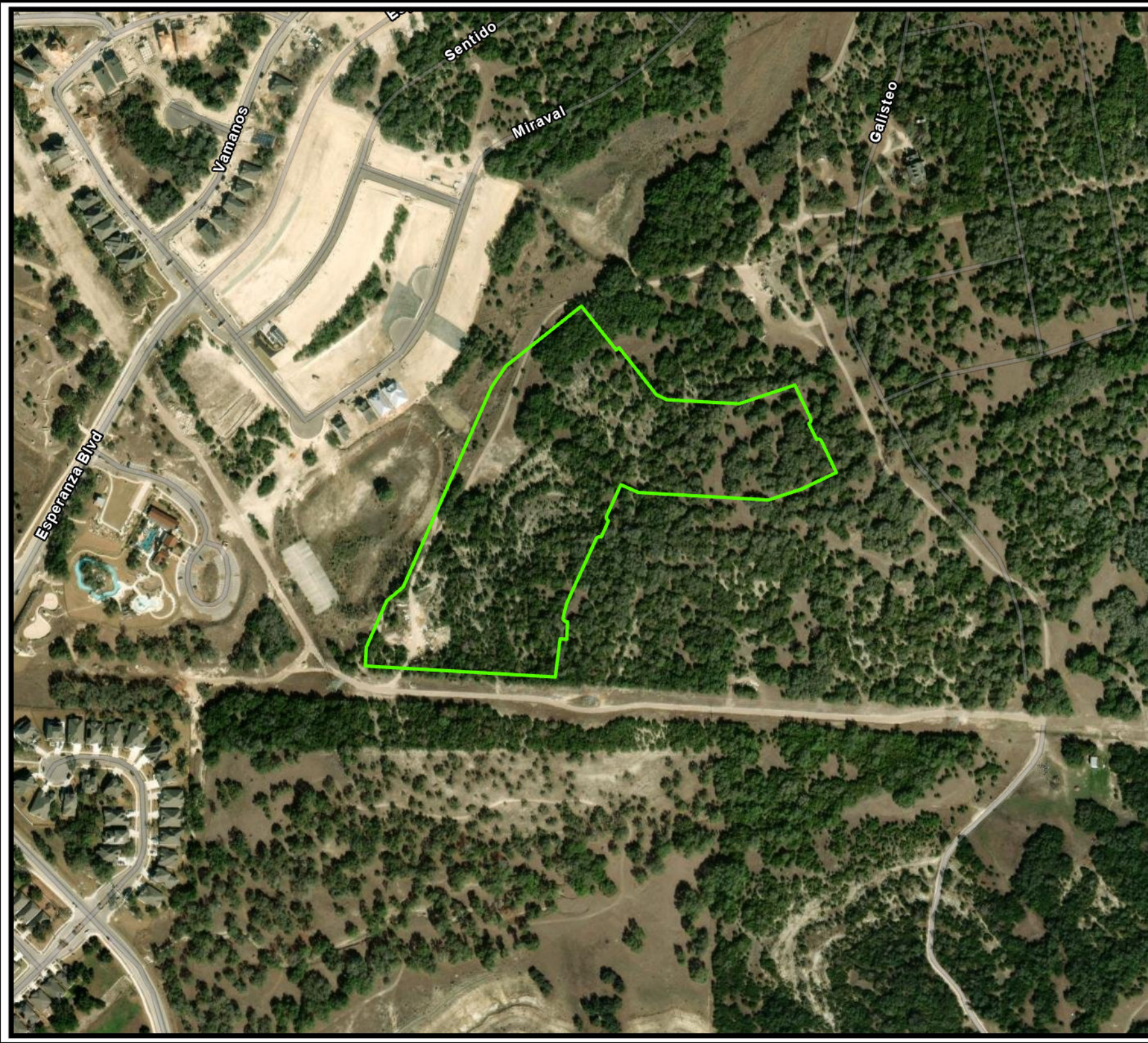
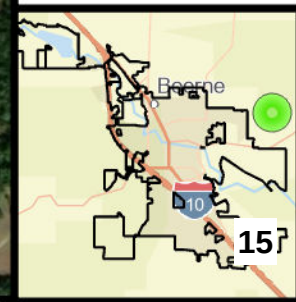
SUBJECT PROPERTY
Esperanza 3H

ZONING

Legend

Name

-  SUBJECT PROPERTY
-  Parcels
-  road_centerline





SUBJECT PROPERTY
Esperanza 3H

FUTURE LAND USE

Legend

Name

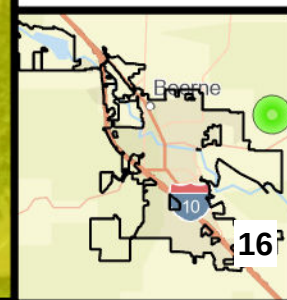
 Esperanza 3H

 Parcels

 road_centerline

Future Land Use

 Neighborhood
Residential





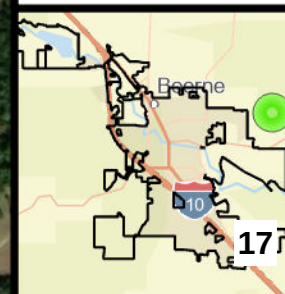
SUBJECT PROPERTY Esperanza 3H

ZONING

Legend

Name

-  SUBJECT PROPERTY
-  Parcels
-  road_centerline
-  SARA Floodplain
-  SARA Floodway
-  DPZ 1
-  DPZ 2
-  DPZ 1
-  Camp Bullis 5mi
-  Lower Glenrose Buffer
-  Lower Glenrose Boundary



Easement notes

All properties designated as easements shall or may be utilized for the following purposes:

Drainage Easement:

Drainage, water diversion and sanitary control, including without limitation, walls, bed, embankments, spillways, appurtenances and other engineered devices (the "drainage system").

Together with the right of ingress and egress over passable areas of the grantor's adjacent land, when the delineated entrance point that abuts public right of way is obstructed and/or inaccessible, either in whole or in part, in order to access or leave the easement for the purpose of constructing, reconstructing, inspecting, patrolling, operating, maintaining, repairing, and removing the drainage system; the right to change the size of the drainage system within the easement; the right to relocate along the same general direction of the drainage system; the right to create and/or dredge a stream courses, refill, or dig out such stream course, establish or change stream embankments within the easement, install storm sewer systems, culverts, water gaps, and protecting rails; the right to remove from the easement all trees and parts thereof, or other obstructions, which reasonably endanger or may reasonably interfere with the efficiency of the drainage system; and the right to place temporary structures for use in constructing or repairing the drainage system.

With respect to the drainage system, it is expressly agreed and understood by all parties hereto, that the intention is to improve conditions of sanitation and water drainage control on the property for the benefit of the property, adjacent property and the community, but the city does not guarantee or warrant that such control work will be effective, nor does the city assume any additional liability whatsoever for the effects of flood, standing water or drainage on or to the property or any other property or persons that might be affected by said stream, wash or gully in its natural state or as changed by the city.

- The grantor specifically reserves the right to use all or any part of the easement for any purpose, which does not damage, destroy, injure, and/or unreasonably interfere with the grantee's use of the easement.
- The grantee shall make commercially reasonable efforts to ensure the damage to the property is minimized and will at all times, after doing any work in connection with the drainage system, restore the property to the condition in which the property was found before such work was undertaken to the extent that such restoration is reasonable in accordance with the grantee's usual and customary practices.
- The grantee shall make necessary modifications and improvements to conform with the city of boerne drainage policy and plan at such a time as the said plan and policy are enacted by city council of the city of boerne, texas.

Utility easement:

Utilities, including, without limitation, sewer, water, gas, electricity, telephone and cable television, with all necessary and/or desirable lines, laterals and/or appurtenances thereto (the "utilities").

Together with the right of ingress and egress over passable areas of the grantor's adjacent land, when the delineated entrance point that abuts public right of way is obstructed and/or inaccessible, either in whole or in part, in order to access or leave the easement for the purpose of constructing, reconstructing, inspecting, patrolling, operating, maintaining, repairing and removing the utilities; the right to place new or additional utilities in the easement and to change the size of the utilities within the easement; the right to relocate along the same general direction of the utilities; the right to remove from the easement all trees and parts thereof or other obstructions, which reasonably endanger or may reasonably interfere with the efficiency or operation of the utilities; and the right to place temporary structures for use in constructing or repairing the utilities.

- The property owner retains the right to use all or any part of the easement for any purpose which does not damage, destroy, injure and/or unreasonably interfere with the use of the easement. However, the easement shall be kept clear of all structures or other improvements.
- The city (and/or district) shall make commercially reasonable efforts to ensure that damage to the property is minimized and the city will at all times, after doing any work in connection with the utilities, restore the property to the condition in which the property was found before such work was undertaken to the extent that such restoration is reasonable in accordance with the city's usual and customary practices.

FEDERNALES ELECTRIC COOPERATIVE NOTES:

It is understood and agreed that perpetual easements are reserved for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within fifteen feet (15') front lines of all lots and/or tracts and in the streets, alleys, boulevards, lanes and roads of the subdivision, and fifteen feet (15') along the outer boundaries of all streets, alleys, boulevards, lanes and roads where subdivision lines or lots of individual tracts are deeded to the centerline of the roadway. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation or maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner of the lot, except for those facilities for which an authority or utility company is responsible. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from the right-of-way and easements, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility facilities. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision.

Plat Notes

Fence Notes:

- Gates across easement: double swing gates with a minimum clear opening of 12 feet wide shall be installed wherever fences cross utility and drainage easements.
- Obstructions of drainage: adequate structures shall be provided to allow the unhindered passage of all storm and drainage flows wherever fences cross drainage easements.

Sidewalk Note:

Five-foot wide reinforced concrete sidewalks shall be installed adjacent to all street frontage property lines of each lot fronting a street at such time as that lot is developed.

Impact fee assessment note:

Assessment and collection of the City of Boerne water and wastewater utilities' capital recovery fees shall be the amount per lot as set forth in City Ordinance No. 2023-18, Section 1.10(5).

Tax Certificate Note:

Tax Certificate Affidavit filed this date in Document No. _____, Kendall County Official Records.

Building Setback Note:

Setbacks in the ETJ: lot setbacks are determined by the City of Boerne Zoning Ordinance enforced at the time of development. The use that is being constructed and the lot size shall determine which setbacks shall apply.

Open Space Notes:

- Installation of potable water and wastewater services to open space lots may be performed by the developer, at his option, as part of the overall infrastructure design/construction process based upon the need for those services on individual lots. If potable water or wastewater services are not initially installed but are desired subsequent to the subdivision infrastructure development, the service applicant shall be financially responsible for the entirety of the design and installation costs for these services. In some instances, this work may also include the extension of utility mains to properly locate the desired utility services.
- Open space Lot 100 - Block 110 and Lot 101 - Block 113 shall be a Drainage, Sidewalk, & Utility Easements.

Landscape Note:

Residential lots in excess of 12,500 square feet shall only irrigate the area that lies within 75 feet of the main residence. Turf grasses shall be limited to Zoysia, Buffalo or Bermuda grasses or other grasses approved by the City Manager or his or her designated representative. (Ord. No. 2004-20). Xeriscaping is permitted as described in the City of Boerne Zoning Ordinance, Article 3, Section 3.07.003D.

Drainage Basin Note:

The subject area is not upstream from a City water supply lake.

Private Street Note:

Lot 200 shall be dedicated as Private Streets and shall also be dedicated as Drainage and Utility Easements.

Acreeage and Density:

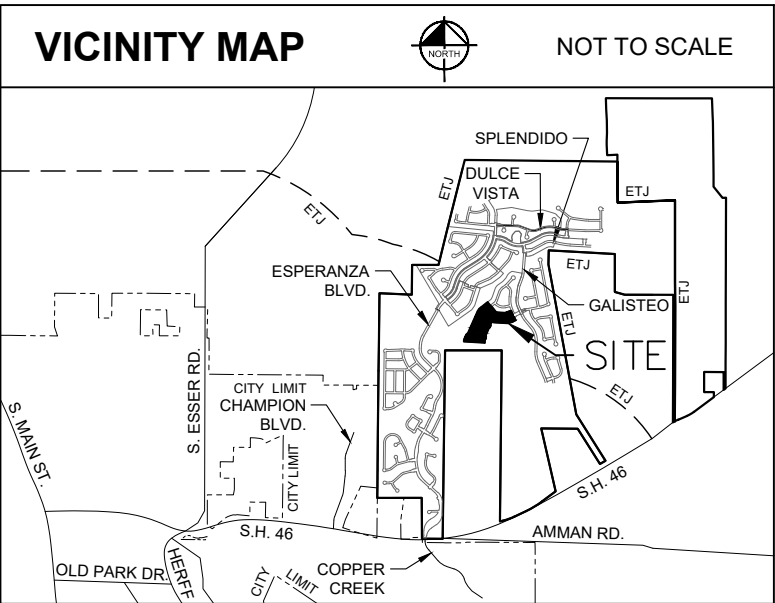
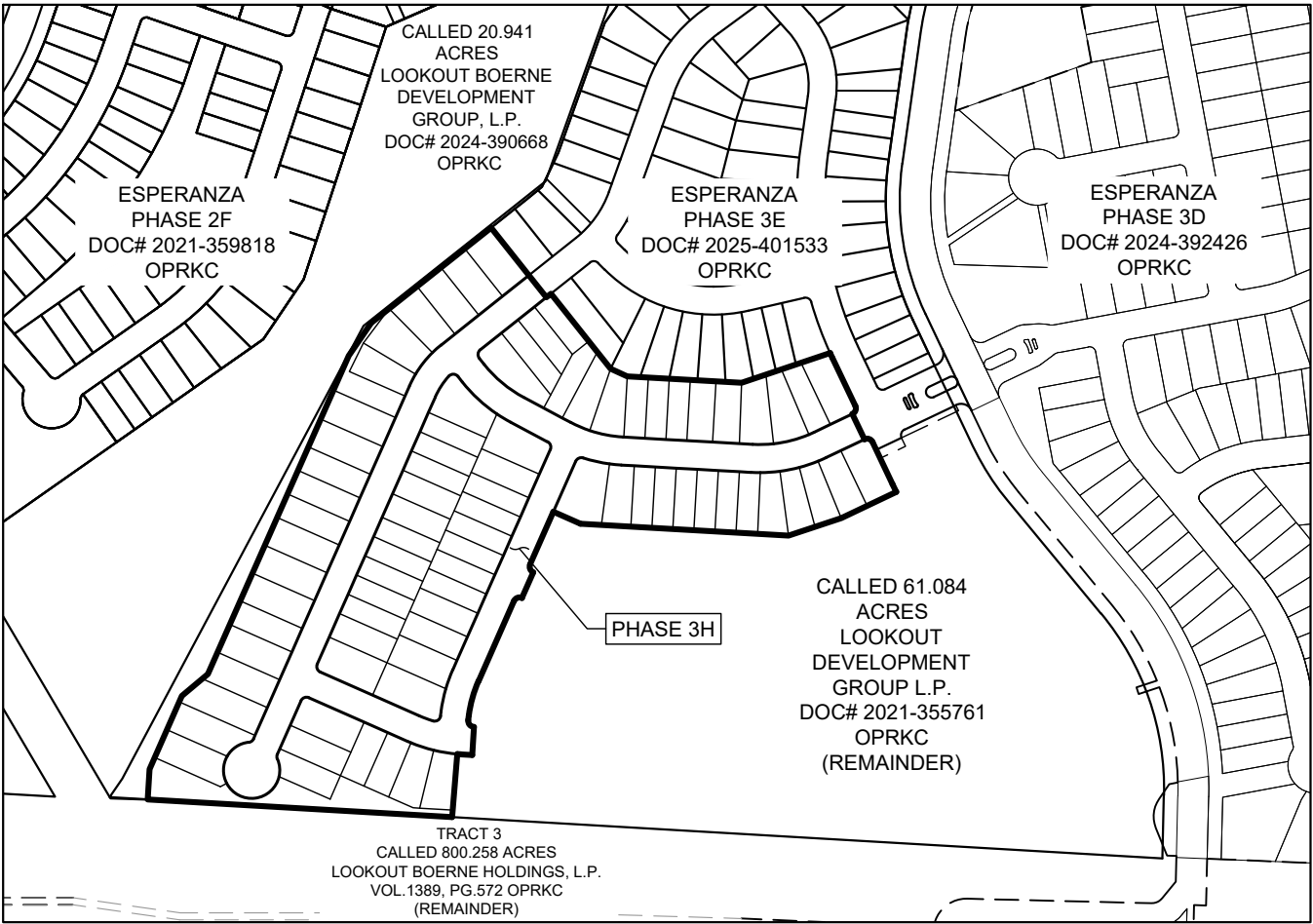
- This subdivision contains 19.740 total acres with 81 residential lots for a density of 4.103 residential lots per acre.
- This subdivision contains 0.837 acres of open space.
- The area of the smallest lot is 0.134 acres.
- The perimeter of the largest block is 2,075 LF. The perimeter of the smallest block is 1,192 LF.

Flood Statement:

According to Map No. 48259C0415F & 48259C0420F, dated December 17, 2010 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Kendall County, Texas and Incorporated Areas, Federal Emergency Management Agency, Federal Insurance Administration, the property is within Zone "X" (un-shaded) defined by FEMA as "areas determined to be outside the 0.2% annual chance floodplain." All zone delineations shown hereon are approximate. This statement does not imply that any portion of the subject tract is totally free of potential flood hazard. Localized flooding can occur due to natural and/or man-made influences. This flood statement shall create no liability on the part of Kimley-Horn or the undersigned.

Heritage Legacy Tree Note:

There are 14 Heritage Legacy Trees, as defined in Subsection 2.02.002, identified on this plat.



State of Texas §
County of Kendall §

Now, therefore, know all men by these presents:

That Lookout Development Group, L.P., acting herein by and through its duly authorized officers, does hereby adopt this plat designating the herein above described property as Esperanza, Phase 3H, an addition to Kendall County, Texas, and does hereby dedicate to the public and the City of Boerne, the public utility easements shown hereon for the mutual use and accommodation of the City of Boerne and all public utility providers desiring to use or using the same. Lookout Development Group, L.P., does hereby dedicate to the public and Kendall County Water Control and Improvement District No. 2B (the district) the streets hereon together with the drainage easements, and public use areas shown hereon, and do hereby dedicate the easements shown on the plat for the purposes as indicated to the district's exclusive use forever, said dedications being free and clear of all liens and encumbrances except as shown herein. No buildings, fences, trees, shrubs or other improvements shall be constructed or placed upon, over or across the easements of said plat. At the sole and exclusive discretion of the district and subject to its written approval, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use the same unless the easement limits the use to a particular utility or utilities, sold use by public utilities being subordinate to the district's use thereof. Any public utility given the right by the district to use said easements shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements. Any public utility shall at all times have the rights of ingress and egress to and from and upon any of said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time procuring the permission of anyone. I do hereby bind myself, my successors and assigns forever, to warrant and defend all and singular the above described streets, alleys, easements and rights unto the district against every person whomsoever comes lawfully claiming or to claim the same or any part thereof. This property is located within the extraterritorial jurisdiction of the City of Boerne. This plat approved subject to all the platting ordinances, rules and regulations of the City of Boerne.

Owner's Acknowledgement:

State of Texas §
County of _____ §

The owner of land shown on this plat, in person or through a duly authorized agent, dedicates to the use of the public, forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

Lookout Development Group, L.P.

1001 Crystal Falls Parkway
Leander, Texas 78641

By: _____

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

Given under my hand and seal of office this ____ day of _____, 20 ____.

Notary Public, State of Texas

Approval of the Planning and Zoning Commission:

This plat of ESPERANZA PHASE 3H has been submitted to and considered by the Planning and Zoning Commission of the City of Boerne, Texas, and is hereby approved by such commission.

Dated this ____ day of _____ 20 ____.

By: _____
Chair

By: _____
Secretary

OWNER:

LOOKOUT DEVELOPMENT GROUP, L.P.
1001 CRYSTAL FALLS PARKWAY
LEANDER, TEXAS 78641
CONTACT: MIKE SIEFERT, P.E.

CIVIL ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
TBPE #928

SURVEYOR:

KIMLEY-HORN AND ASSOCIATES, INC.
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216

State of Texas §
County of Bexar §

I hereby certify that this plat is true and correct and was prepared from an actual survey of the property made on the ground under my supervision.

John G. Mosier
Registered Professional Land Surveyor #6330

Notary Public, State of Texas

State of Texas §
County of Bexar §

I hereby certify that proper engineering consideration has been given in this plat to the matters of streets, lots, and drainage layout. To the best of my knowledge, this plat conforms to all requirements of the Subdivision Ordinance, except for those variances granted by the Planning and Zoning Commission of the City of Boerne.

Michael A. Scholze, P.E. #131737
Licensed Professional Engineer

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

Given under my hand and seal of office this ____ day of _____, 20 ____.

Notary Public, State of Texas

State of Texas §
County of Kendall §

I, _____ County Clerk of said county, do hereby certify that the foregoing instrument of writing with this certificate of authentication was filed for record in my office, on the ____ day of _____, A.D. 202__ at ____ m.in the plat records of said county in Document No. _____.

Tax Certificate Affidavit filed this date in Document No. _____, Kendall County Official Records. In testimony whereof, witness my hand and seal of office, this ____ day of _____, A.D. 202__.

County Clerk
Kendall County, Texas

By: _____
Deputy

FINAL PLAT ESTABLISHING

ESPERANZA
PHASE 3H

19.740 ACRES
4.546 ACRES PRIVATE R.O.W.
81 RESIDENTIAL LOTS
2 OPEN SPACE LOTS

BEING A PORTION OF THAT CERTAIN 61.084 ACRE TRACT RECORDED IN
DOCUMENT NO. 2021-355761, IN THE OFFICIAL PUBLIC RECORDS
OF KENDALL COUNTY, TEXAS
JUAN ORTIZ SURVEY NO. 190, ABSTRACT NO. 363
KENDALL COUNTY, TEXAS

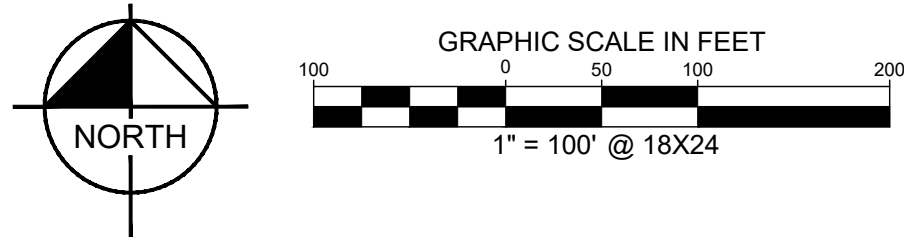
Kimley»Horn

10101 Reunion Place, Suite 400
San Antonio, Texas 78216

FIRM # 10193973

Tel. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
AS SHOWN	DJG	JGM	9/4/2025	068686339	1 OF 3



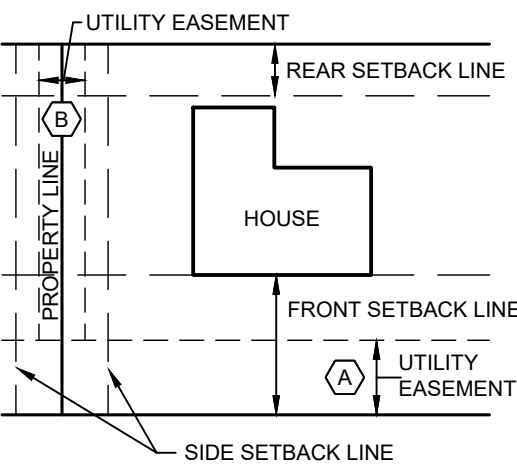
BUILDING SETBACKS							
PER DA AMENDED 2/16/2023 & PER CITY COUNCIL 2/14/2023 APPROVAL							
RESIDENTIAL TYPE	MINIMUM LOT WIDTH	MINIMUM LOT SQ. FEET	MINIMUM SIDE YARD SETBACK - PER SIDE(c)	MINIMUM SIDE YARD SETBACK ON STREET FACING CORNER LOT	MINIMUM FRONT FACING GARAGE FRONT SETBACK	MINIMUM FRONT YARD SETBACK	MINIMUM REAR YARD SETBACK
GARDEN	45' (a)	4,500	0'-10' (b)	10'	25'	15'	15'
SINGLE FAMILY	50'	5,500	5'	10'	25'	15'	15'
GARDEN	55'	6,000	0'-10' (b)	10'	25'	20'	15'
SINGLE FAMILY	60'	6,500	5'	10'	25'	20'	15'
GARDEN	65'	7,000	0'-10' (b)	10'	25'	20'	15'
SINGLE FAMILY	70'	8,000	5'	10'	25'	20'	15'

TYPICAL BUILDING SETBACK ON INTERIOR PROPERTY LINE

- (a) Add 5 additional feet of frontage for a corner lot.
(b) The total combined side yard setbacks must be a minimum of 10 feet.
(c) Setbacks less than 5' are allowed, including 0-lot line development provided a minimum 10' separation between buildings and any necessary maintenance easements are indicated on a recorded final plat.

LEGEND

- GEOMETRIC BREAKS
1/2" IRF 1/2" IRON ROD FOUND
IRSC 1/2" IRON ROD W/ "KHA" CAP SET
IRFC 1/2" IRON ROD FOUND W/ CAP
B.S.L. BUILDING SETBACK LINE
OPRKC OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS
BLOCK 101 BLOCK IDENTIFICATION
- (A) 15' UTILITY EASEMENT
(B) 20' X 60' OFF-LOT UTILITY EASEMENT TO EXPIRE INTO PRIVATE PLATTED STREET (0.028 AC)(DOC# 2025-401533)
- PROPOSED PLAT BOUNDARY
— ADJACENT PROPERTY BOUNDARY
- - - CITY OF BOERNE ETJ BOUNDARY



TYPICAL BUILDING SETBACK AND EASEMENT LOCATIONS

N.T.S.

Surveyors Notes:

1. Property corners are monumented with 1/2" iron rod with a plastic cap stamped "KHA" prior to lot sales unless noted otherwise.
2. The bearings shown hereon are the Texas State Plane System, South Central Zone (FIPS 4204) (NAD'83). All distances shown hereon are on the Surface. The Grid to Surface Scale Factor is 1.000090 feet. The unit of linear measurement is U.S. Survey Feet.

OWNER:
LOOKOUT DEVELOPMENT GROUP, L.P.
1001 CRYSTAL FALLS PARKWAY
LEANDER, TEXAS 78641
CONTACT: MIKE SIEFFERT, P.E.

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
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TBPE #928

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216

CALLLED 230.65 ACRES BEING THE EAST 1/2 OF 458 ACRES
LEROY & LULA BELL RITTMANN ET AL
VOL.347, PG. 746
VOL.328, PG. 615
(ORIGINALLY CALLED EAST 1/2 OF 458 ACRES VOL.77, PG.309)
(CALLED 460 ACRES - REMAINDER - VOL.63, PG. 300)
DRKC

CALLLED 20.941 ACRES
LOOKOUT BOERNE
DEVELOPMENT GROUP,
L.P.
DOC# 2024-390668
OPRKC

20.941 ACRE
PERMANENT DRAINAGE
AND UTILITY EASEMENT
DOC# 2024-390980
OPRKC

CALLLED 20.941 ACRES
LOOKOUT BOERNE
DEVELOPMENT GROUP,
L.P.
DOC# 2024-390668
OPRKC

20.941 ACRE
PERMANENT DRAINAGE
AND UTILITY EASEMENT
DOC# 2024-390980
OPRKC

CALLLED 61.084 ACRES
LOOKOUT DEVELOPMENT
GROUP L.P.
DOC# 2021-355761
OPRKC
(REMAINDER)

CALLLED 61.084 ACRES
LOOKOUT
DEVELOPMENT GROUP
L.P.
DOC# 2021-355761
OPRKC
(REMAINDER)

**FINAL PLAT ESTABLISHING
ESPERANZA
PHASE 3H**

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4.546 ACRES PRIVATE R.O.W.
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2 OPEN SPACE LOTS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
AS SHOWN	DJG	JGM	9/4/2025	068686339	2 OF 3

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK 101	2.709	117,997
BLOCK 101 - LOT 11	0.134	5,850
BLOCK 101 - LOT 12	0.144	6,290
BLOCK 101 - LOT 13	0.165	7,169
BLOCK 101 - LOT 14	0.240	10,446
BLOCK 101 - LOT 15	0.165	7,178
BLOCK 101 - LOT 16	0.180	7,853
BLOCK 101 - LOT 17	0.176	7,647
BLOCK 101 - LOT 18	0.134	5,849
BLOCK 101 - LOT 19	0.134	5,849
BLOCK 101 - LOT 20	0.134	5,850
BLOCK 101 - LOT 21	0.164	7,150
BLOCK 101 - LOT 22	0.167	7,271
BLOCK 101 - LOT 23	0.203	8,843
BLOCK 101 - LOT 24	0.195	8,515
BLOCK 101 - LOT 25	0.162	7,039
BLOCK 101 - LOT 26	0.211	9,198
BLOCK 109	2.105	91,704
BLOCK 109 - LOT 1	0.206	8,973
BLOCK 109 - LOT 2	0.172	7,496
BLOCK 109 - LOT 3	0.152	6,619
BLOCK 109 - LOT 4	0.157	6,833
BLOCK 109 - LOT 5	0.166	7,219
BLOCK 109 - LOT 6	0.137	5,951
BLOCK 109 - LOT 7	0.135	5,867
BLOCK 109 - LOT 8	0.135	5,864
BLOCK 109 - LOT 9	0.135	5,862
BLOCK 109 - LOT 10	0.135	5,860
BLOCK 109 - LOT 11	0.134	5,858
BLOCK 109 - LOT 12	0.174	7,576

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK 109 - LOT 13	0.269	11,726
BLOCK 110	1.417	61,733
BLOCK 110 - LOT 1	0.215	9,347
BLOCK 110 - LOT 2	0.194	8,450
BLOCK 110 - LOT 3	0.194	8,450
BLOCK 110 - LOT 4	0.207	9,027
BLOCK 110 - LOT 5	0.222	9,689
BLOCK 110 - LOT 6	0.178	7,734
BLOCK 110 - LOT 100	0.207	9,036
BLOCK 111	2.964	129,105
BLOCK 111 - LOT 1	0.226	9,831
BLOCK 111 - LOT 2	0.216	9,425
BLOCK 111 - LOT 3	0.183	7,975
BLOCK 111 - LOT 4	0.183	7,975
BLOCK 111 - LOT 5	0.183	7,975
BLOCK 111 - LOT 6	0.216	9,425
BLOCK 111 - LOT 7	0.216	9,425
BLOCK 111 - LOT 8	0.216	9,425
BLOCK 111 - LOT 9	0.183	7,975
BLOCK 111 - LOT 10	0.216	9,425
BLOCK 111 - LOT 11	0.217	9,473
BLOCK 111 - LOT 12	0.249	10,864
BLOCK 111 - LOT 13	0.235	10,256
BLOCK 111 - LOT 14	0.222	9,655
BLOCK 112	4.128	179,802
BLOCK 112 - LOT 1	0.230	10,021
BLOCK 112 - LOT 2	0.170	7,425
BLOCK 112 - LOT 3	0.139	6,075
BLOCK 112 - LOT 4	0.139	6,075
BLOCK 112 - LOT 5	0.139	6,075

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK 112 - LOT 6	0.139	6,075
BLOCK 112 - LOT 7	0.139	6,075
BLOCK 112 - LOT 8	0.139	6,075
BLOCK 112 - LOT 9	0.170	7,425
BLOCK 112 - LOT 10	0.170	7,425
BLOCK 112 - LOT 11	0.202	8,816
BLOCK 112 - LOT 12	0.252	10,967
BLOCK 112 - LOT 13	0.235	10,224
BLOCK 112 - LOT 14	0.170	7,425
BLOCK 112 - LOT 15	0.139	6,075
BLOCK 112 - LOT 16	0.139	6,075
BLOCK 112 - LOT 17	0.139	6,075
BLOCK 112 - LOT 18	0.139	6,075
BLOCK 112 - LOT 19	0.139	6,075
BLOCK 112 - LOT 20	0.170	7,425
BLOCK 112 - LOT 21	0.170	7,425
BLOCK 112 - LOT 22	0.139	6,075
BLOCK 112 - LOT 23	0.139	6,075
BLOCK 112 - LOT 24	0.139	6,075
BLOCK 112 - LOT 25	0.234	10,174
BLOCK 113	1.871	81,503
BLOCK 113 - LOT 1	0.167	7,291
BLOCK 113 - LOT 2	0.179	7,806
BLOCK 113 - LOT 3	0.227	9,899
BLOCK 113 - LOT 4	0.158	6,875
BLOCK 113 - LOT 5	0.160	6,986
BLOCK 113 - LOT 6	0.178	7,765
BLOCK 113 - LOT 7	0.171	7,448
BLOCK 113 - LOT 101	0.630	27,433

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	1°22'44"	753.00'	18.12'	S26°07'57"E	18.12'
C2	90°00'00"	13.00'	20.42'	S21°08'53"E	18.38'
C3	90°00'00"	13.00'	20.42'	S68°51'07"W	18.38'
C4	16°15'44"	270.00'	76.63'	S15°43'15"W	76.38'
C5	94°15'44"	13.00'	21.39'	S39°32'28"E	19.06'
C6	1°24'53"	330.00'	8.15'	N85°57'54"W	8.15'
C7	0°52'36"	786.00'	12.03'	S25°00'17"E	12.03'
C8	90°00'00"	13.00'	20.42'	S19°33'25"W	18.38'
C9	90°00'00"	13.00'	20.42'	S70°26'35"E	18.38'
C10	28°39'37"	330.00'	165.07'	S78°53'14"W	163.36'
C11	14°27'58"	330.00'	83.32'	N79°32'59"W	83.10'
C12	83°49'53"	13.00'	19.02'	S65°46'04"W	17.37'
C13	19°06'34"	330.00'	110.06'	N75°42'10"W	109.55'
C14	90°00'00"	13.00'	20.42'	S68°51'07"W	18.38'
C15	47°04'00"	13.00'	10.68'	S00°19'07"W	10.38'
C16	287°16'09"	60.00'	300.83'	N59°34'48"W	71.15'
C17	60°12'09"	13.00'	13.66'	N53°57'12"E	13.04'
C18	27°40'42"	230.00'	111.11'	N37°41'28"E	110.03'
C19	90°00'00"	13.00'	20.42'	S06°31'49"W	18.38'
C20	23°28'40"	270.00'	110.64'	S50°12'31"E	109.86'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C21	24°50'06"	270.00'	117.03'	S74°21'55"E	116.12'
C22	28°39'37"	270.00'	135.06'	N78°53'14"E	133.65'
C23	85°47'58"	13.00'	19.47'	N19°02'52"W	17.70'
C24	16°15'44"	330.00'	93.66'	N15°43'15"E	93.35'
C25	99°37'54"	13.00'	22.61'	N57°24'21"E	19.86'
C26	6°37'49"	270.00'	31.24'	S69°27'48"E	31.23'
C27	90°00'00"	13.00'	20.42'	S21°08'53"E	18.38'
C28	17°59'49"	170.00'	53.40'	S32°51'01"W	53.18'
C29	99°40'53"	13.00'	22.62'	N88°18'38"W	19.87'
C30	23°28'40"	330.00'	135.22'	N50°12'31"W	134.28'
C31	28°39'37"	300.00'	150.07'	S78°53'14"W	148.51'
C32	24°50'06"	300.00'	130.04'	S74°21'55"E	129.02'
C33	23°28'40"	300.00'	122.93'	S50°12'31"E	122.07'
C34	27°40'42"	200.00'	96.62'	S37°41'28"W	95.68'
C35	20°31'27"	300.00'	107.46'	S76°24'36"E	106.89'
C36	16°15'44"	300.00'	85.15'	N15°43'15"E	84.86'

LINE TABLE		
NO.	BEARING	LENGTH
L1	S25°26'35"E	99.65'
L2	S64°33'25"W	130.09'
L3	S71°39'13"W	118.98'
L4	N66°08'53"W	63.21'
L5	S23°51'07"W	122.88'
L6	S23°51'07"W	60.00'
L7	S07°35'24"W	9.97'
L8	S03°19'40"W	60.00'
L9	N86°40'20"W	23.97'
L10	S04°44'33"W	135.14'
L11	N03°23'54"E	64.64'
L12	N50°03'48"E	72.45'
L13	N34°28'15"E	85.25'
L14	N51°31'49"E	12.49'
L15	S65°14'29"E	39.31'
L16	S25°26'35"E	113.10'
L17	S25°26'35"E	60.00'
L18	S64°33'25"W	90.87'
L19	S38°28'11"E	17.04'
L20	S61°56'51"E	113.33'

LINE TABLE		
NO.	BEARING	LENGTH
L21	N64°33'25"E	90.87'
L22	N07°35'24"E	8.84'
L23	N38°28'11"W	14.81'
L24	N61°56'51"W	89.25'
L25	N64°33'25"E	90.87'
L26	S61°56'51"E	113.33'
L27	S38°28'11"E	60.04'
L28	N07°35'24"E	55.46'
L29	S66°08'53"E	43.00'
L30	N66°08'53"W	6.72'
L31	S86°40'20"E	23.97'
L32	S62°15'06"W	15.00'
L33	N51°31'49"E	45.00'
L34	S86°40'20"E	84.62'

TREE TABLE	
TREE TAG	DESCRIPTION (CIRCUMFERENCE)
5971	36" LIVE OAK (TC 113")
5981	29" LIVE OAK (TC 91")
6706	36.5" LIVE OAK (TC 115")
6727	31" LIVE OAK (TC 97")
6728	28" LIVE OAK (TC 88")
6730	29.7" LIVE OAK (TC 93")
6739	25" LIVE OAK (TC 79")
6745	29.5" LIVE OAK (TC 93")
6751	28" LIVE OAK (TC 88")
6752	27" LIVE OAK (TC 85")
6753	25.5" LIVE OAK (TC 80")
6755	26" LIVE OAK (TC 82")
6779	26" LIVE OAK (TC 82")
6785	30.5" LIVE OAK (TC 96")

OWNER:
LOOKOUT DEVELOPMENT GROUP, L.P.
1001 CRYSTAL FALLS PARKWAY
LEANDER, TEXAS 78641
CONTACT: MIKE SIEFERT, P.E.

CIVIL ENGINEER:
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10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
TBPE #928

SURVEYOR:
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PHASE 3H**

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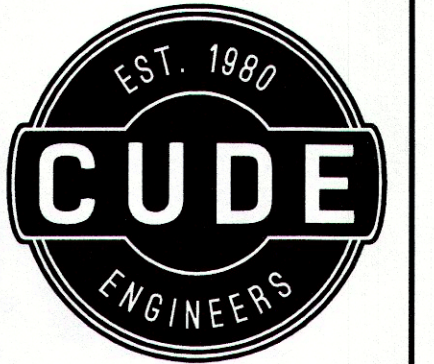
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
AS SHOWN	DJG	JGM	9/4/2025	068686339	3 OF 3



4122 Pond Hill Road, Suite 101
San Antonio, Texas 78231
P:(210) 681.2951 F: (210) 523.7112

ESPERANZA SUBDIVISION PHASE 3 & 4

POD GENERAL DEVELOPMENT PLAN (GDP)

DATE
6/4/2021

PROJECT NO.
03156.006.1

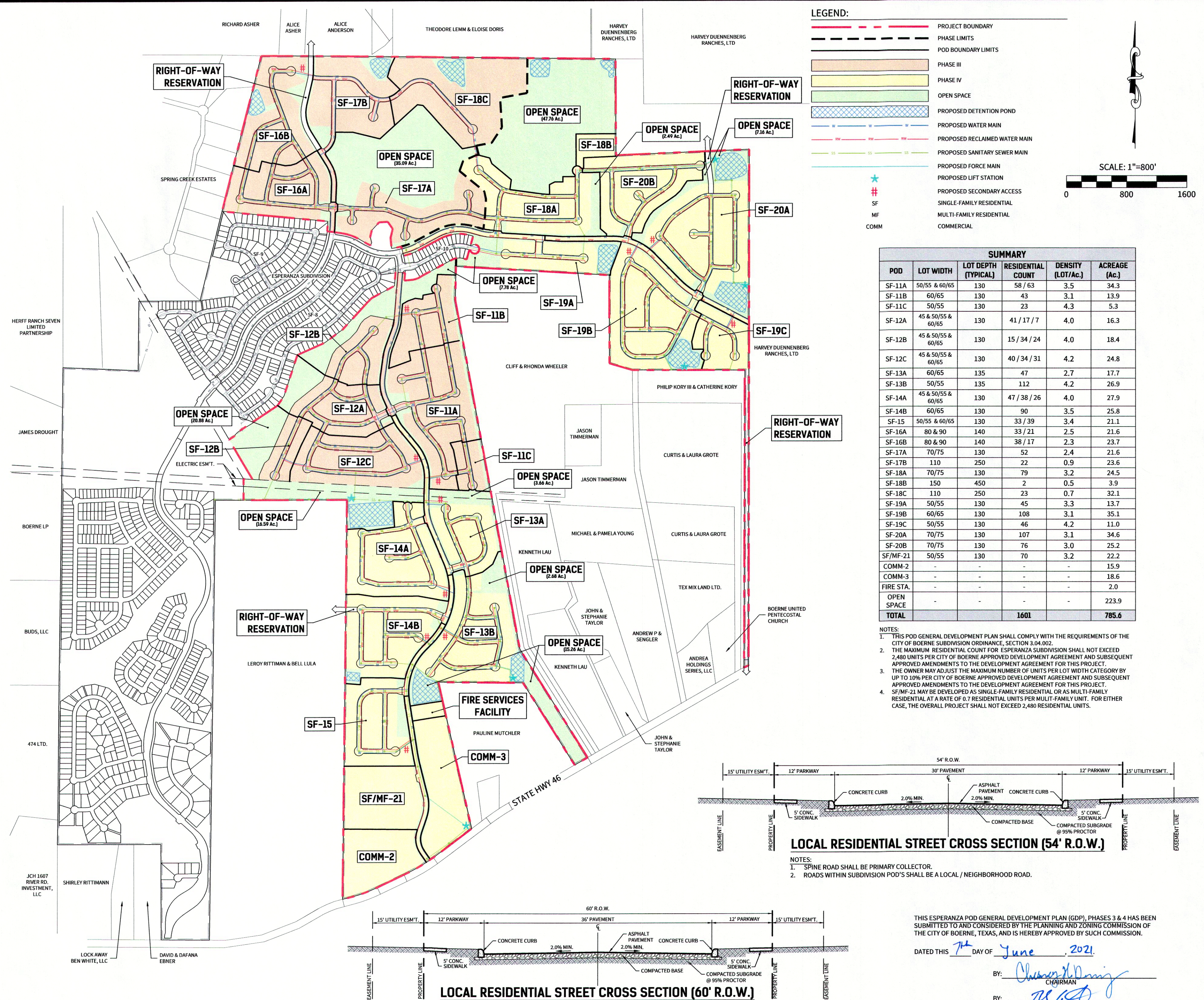
DRAWN BY
J.R.T.

CHECKED BY
W.P.M.

CUDE ENGINEERS
TBPE No. 0455

M-1

1 OF 1





AGENDA ITEM SUMMARY

Agenda Date	November 3, 2025
Requested Action	Consider approval for Siena Court Garden Homes Major Subdivision Final Plat, generally located northeast of Dalley Street and Frey Street.
Contact Person	Francesca “Franci” Linder, AICP - Assistant Planning Director (830) 248-1528, flinder@boerne-tx.gov
Background Information	BACKGROUND: The property is owned by Siena Court Development LLC (Dave Luciani), and the applicant is Tyler Meal, PE, Meals & Myers Engineering & Surveying LLC. The property is generally located northeast of Dalley Street and Frey Street. It is zoned R2-M (Moderate Density Residential) Zoning District. The preliminary plat was approved by the Planning and Zoning Commission on November 5, 2018. The applicant submitted a final plat on April 6, 2021; however, it was not approved and has expired. REQUEST: • Siena Court Garden Homes Final Plat includes 25 residential lots and 4 open space lots on 5.468 acres. The gross density is 4.56 residential lots per acre. • The plat includes a total of 2.04 acres of open space divided into 4 lots. Lot 100 is a private street (1.383 acres); Lot 101 is reserved for open space (0.067 acres); Lots 102 is reserved for open space & utility easement (0.066 acres); and Lot 103 is reserved for open space & private drainage easement (0.524 acres). • The subdivision access will be from Siena Court which is a private local neighborhood street and will connect to Frey Street which is a public collector street.

	• The plat includes a right-of-way dedication of 0.0133 acres to the City of Boerne along Frey Street. • Water, sewer, and natural gas services are provided by the City of Boerne. ANALYSIS: <u><i>Development Master Plan, Zoning, and Preliminary Plat:</i></u> • The City’s Future Land Use Plan designates this property as Transitional Residential, and the preliminary plat aligns with the Comprehensive Plan’s objectives for cohesive neighborhood residential development with compatible densities. • The zoning for the property is R2-M, which specifies a minimum lot size of 4,000 SF. All lots meet the dimensional standards for R2-M. The smallest residential lot is 5,010 SF (0.115 acres). • All necessary right-of-way dedications and planned street improvements are included in this development. <u><i>Landscaping and Open Space:</i></u> • The plat identifies 0.657 acres of open space and 2 Heritage trees. The open space corresponds to the drainage and utility easements listed in the next section. <u><i>Utilities, Drainage, and Floodplain:</i></u> • Lot 101 is reserved for open space (0.067 acres); Lots 102 is reserved for open space & utility easement (0.066 acres); and Lot 103 is reserved for open space & private drainage easement (0.524 acres). • The proposed plat is not located within the SARA floodplain or a City of Boerne Drainage Protection Zone (DPZ). A portion of the property is located within the Lower Glenrose boundary; the remainder of the property is located within the Lower Glenrose buffer area. • The public improvement installation began in 2022. Not all improvements are complete; however, all new infrastructure and existing infrastructure must meet current acceptance standards. • The substantial completion checklist for public improvements
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	may have items that extend beyond the normal checklist given the age of the infrastructure, the lack of existing testing documentation, and the work performed without a permit being issued. A stipulation has been included to address this issue. FINDINGS: • The Final Plat is consistent with the Comprehensive Master Plan. • The Final Plat is consistent with the Preliminary Plat. RECOMMENDATION: The Planning and Zoning Commission determine if the request meets the requirements of UDC Section 2-6 Platting Procedure. If the Commission chooses to recommend approval, staff recommends the inclusion of the following stipulation(s): 1. The recorded plat shall substantially conform to the final plat date stamped October 20, 2025. 2. Prior to final acceptance, all existing or proposed fences/retaining walls not included as part of the public improvements will need to have permits submitted, reviewed, and approved. This includes providing gates crossing utility easements. 3. Prior to final acceptance of the public improvements the developer must conduct all required testing of the water & sewer infrastructure and make any repairs necessary to meet City Specifications as determined by the City Engineer. This includes, but is not limited to: a. Repaving the entire cul-de-sac b. Adding additional concrete to connect the outfall of the Cottages of Oak Park and the inlet in Siena Court 4. A 2-year, 20% warranty bond shall be provided at final acceptance. 5. Prior to recordation, finance guarantee shall be provided for the current cost of streets, drainage, and utilities improvements if these improvements have not been accepted by the City. 6. The Final Plat shall not be recorded until all clerical corrections have been revised as determined by the Planning Director. MOTIONS FOR CONSIDERATION: The following motions are provided to assist the Commission’s decision. I move that the Planning and Zoning Commission accept the findings and APPROVE the proposed final plat subject to the stipulations
--	--

	recommended by staff. OR I move that the Planning and Zoning Commission DENY the proposed final plat based on the following findings: (The Commission will need to state the reasons for the denial. These reasons should reference specific regulations in the UDC.).
Strategic Alignment	
Financial Considerations	N/A
Citizen Input/Board Review	Public hearings and notifications are not required for this request.
Legal Review	This action is needed to meet statutory requirements.
Alternative Options	The Commission must approve, approve with conditions, extend the review, or disapprove the plat. Each condition or reason for denial must be directly related to requirements of city regulations and may not be arbitrary.
Supporting Documents	Attachment 1 – Aerial Map Attachment 2 – Future Land Use Map Attachment 3 – Environmental Constraints Map Attachment 4 – Proposed Major Subdivision Final Plat Attachment 5 – Approved Preliminary Plat

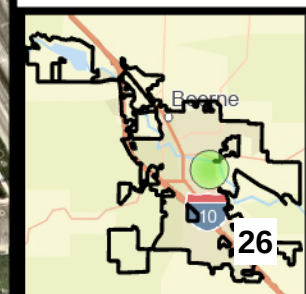
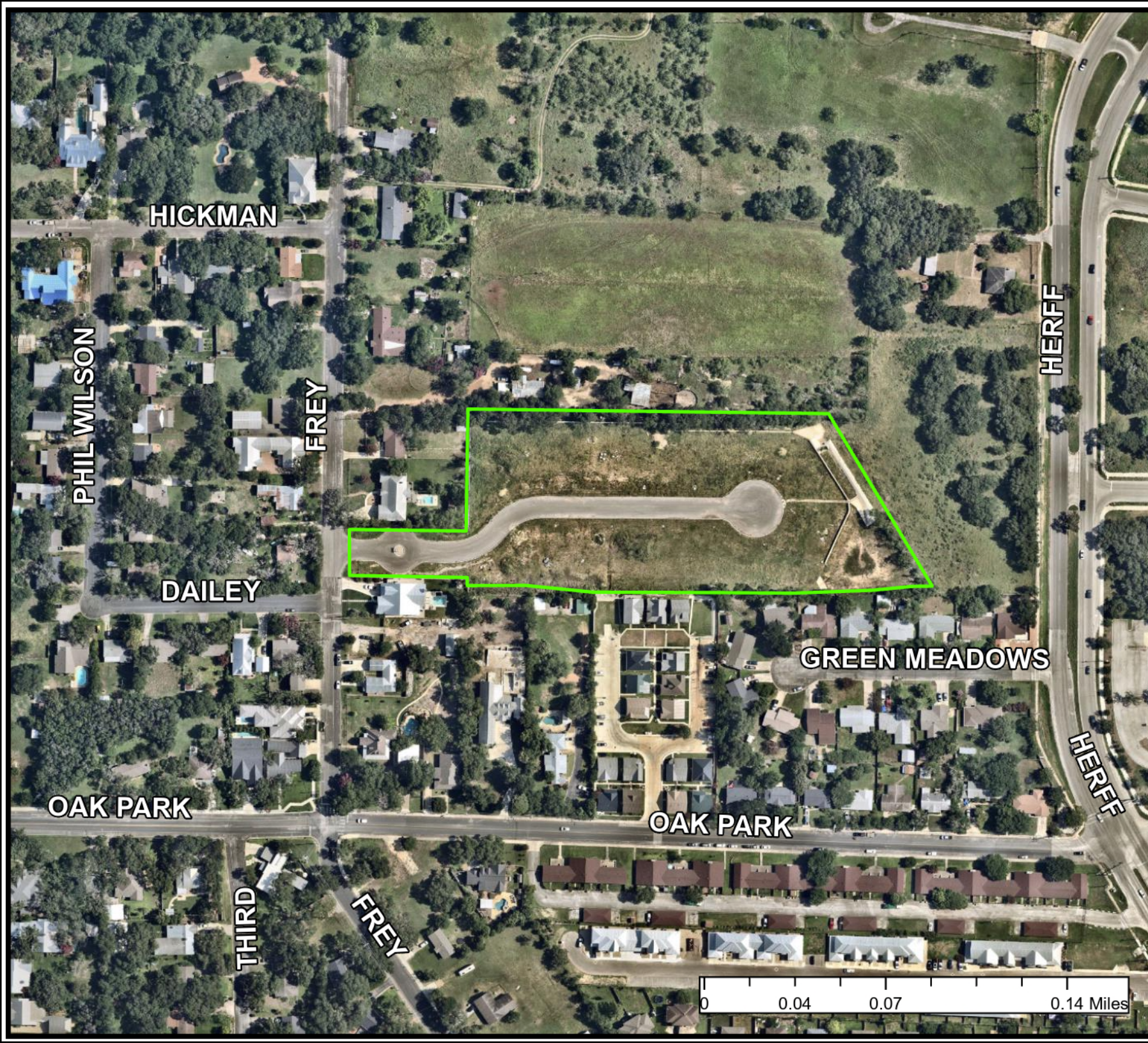


SUBJECT PROPERTY

Siena Court
Garden Homes

Legend

 SUBJECT
PROPERTY



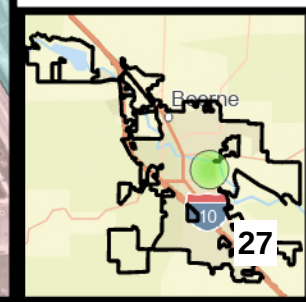


SUBJECT PROPERTY

Siena Court
Garden Homes

Legend

-  SUBJECT PROPERTY
- Future Land Use
 -  Neighborhood Commercial
 -  Neighborhood Residential
 -  Transitional Residential



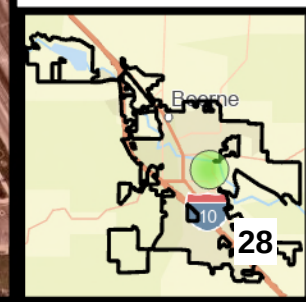


SUBJECT PROPERTY

Siena Court
Garden Homes

Legend

- SUBJECT PROPERTY
- DPZ 1
- DPZ 2
- SARA FLOODPLAIN
- SARA FLOODWAY
- Lower Glenrose Buffer
- Lower Glenrose Boundary



GENERAL NOTES

1. THE AREA OF THE SMALLEST LOT IN THIS SUBDIVISION IS 0.125 ACRES.
2. THIS SUBDIVISION CONTAINS 5.481 TOTAL ACRES WITH 25 RESIDENTIAL LOTS FOR A GROSS DENSITY OF 4.56 LOTS PER ACRE
3. NO PART OF THIS SUBDIVISION IS LOCATED UPSTREAM FROM A CITY WATER SUPPLY LAKE.
4. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83(93), US SURVEY FEET.
5. UNLESS OTHERWISE NOTED, ALL CORNERS AND ANGLES ARE SET 1/2" IRON RODS WITH PLASTIC CAP STAMPED "MMES RPLS 6490".
6. ALL DISTANCES HEREON ARE SURFACE. THE GRID TO SURFACE CONVERSION FACTOR IS 1.00017 (1.00017*GRID=SURFACE).
7. THE TOPOGRAPHIC INFORMATION IS BASED ON VERTICAL DATUM NAVD 88.
8. THE AREA OF OPEN SPACE IS 0.657 ACRES.
9. THE SIENA COURT GARDEN HOMES SUBDIVISION IS LOCATED WITHIN THE CITY OF BOERNE CITY LIMITS.
10. THE TOTAL ACREAGE OF RIGHT OF WAY IS 1.397 ACRES.

EASEMENT NOTES

ALL PROPERTIES DESIGNATED AS EASEMENTS SHALL OR MAY BE UTILIZED FOR THE FOLLOWING PURPOSES:

DRAINAGE EASEMENT

DRAINAGE, WATER DIVERSION, AND SANITARY CONTROL, INCLUDING WITHOUT LIMITATION, WALLS, BEDS, EMBANKMENTS, SPILLWAYS, APPURTENANCES, AND OTHER ENGINEERED DEVICES (THE "DRAINAGE SYSTEM").

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE ADJACENT LAND TO OR FROM THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, PATROLLING, OPERATING, MAINTAINING, REPAIRING AND REMOVING THE DRAINAGE SYSTEM; THE RIGHT TO CHANGE THE SIZE THEREOF; THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE DRAINAGE SYSTEM; THE RIGHT TO CREATE AND/OR DREDGE A STREAM COURSE, REFILL, OR DIG OUT SUCH STREAM COURSE, ESTABLISH OR CHANGE STREAM EMBANKMENTS WITHIN THE EASEMENT, INSTALL STORM SEWER SYSTEMS, CULVERTS, WATER GAPS, AND PROTECTING RAILS; THE RIGHT TO REMOVE FROM THE EASEMENT ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH REASONABLY ENDANGER OR MAY REASONABLY INTERFERE WITH THE EFFICIENCY OF THE DRAINAGE SYSTEM; AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE DRAINAGE SYSTEM, WITH RESPECT TO THE DRAINAGE SYSTEM, IT IS EXPRESSLY AGREED AND UNDERSTOOD BY ALL PARTIES HERETO, THAT THE INTENTION IS TO IMPROVE CONDITIONS OF SANITATION AND WATER DRAINAGE CONTROL ON THE PROPERTY, ADJACENT PROPERTY, AND THE COMMUNITY, BUT THE CITY DOES NOT GUARANTEE OR WARRANT THAT SUCH CONTROL WORK WILL BE EFFECTIVE, NOR DOES THE CITY ASSUME ANY ADDITIONAL LIABILITY WHATSOEVER FOR THE EFFECTS OF FLOOD, STANDING WATER, OR DRAINAGE ON OR TO THE PROPERTY, OR ANY OTHER PROPERTY OR PERSONS THAT MIGHT BE AFFECTED BY SAID STREAM, WASH, OR GULLY IN ITS NATURAL STATE OR AS CHANGED BY THE CITY.

1. THE GRANTOR SPECIFICALLY RESERVES THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE, WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND/OR UNREASONABLY INTERFERE WITH THE GRANTEE'S USE OF THE EASEMENT.
2. THE GRANTEE SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO ENSURE THE DAMAGE TO THE PROPERTY IS MINIMIZED AND WILL AT ALL TIMES, AFTER DOING ANY WORK IN CONNECTION WITH THE DRAINAGE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATION IS REASONABLE IN ACCORDANCE WITH THE GRANTEE'S USUAL AND CUSTOMARY PRACTICES.
3. THE GRANTEE SHALL MAKE NECESSARY MODIFICATIONS AND IMPROVEMENTS TO CONFORM WITH THE CITY OF BOERNE DRAINAGE POLICY AND PLAN AT SUCH A TIME AS THE SAID PLAN AND POLICY ARE ENACTED BY CITY COUNCIL OF THE CITY OF BOERNE, TX.

UTILITY EASEMENT

UTILITIES, INCLUDING, WITHOUT LIMITATION, SEWER, WATER (DOMESTIC AND RECLAIM), GAS, ELECTRICITY, TELEPHONE, AND CABLE TELEVISION, WITH ALL NECESSARY AND/OR DESIRABLE LINES, LATERALS AND/OR APPURTENANCES THERETO (THE "UTILITIES"). TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE ADJACENT LAND TO OR FROM THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, OPERATING, MAINTAINING, REPAIRING, AND REMOVING THE UTILITIES; THE RIGHT TO PLACE NEW OR ADDITIONAL UTILITIES IN THE EASEMENT AND TO CHANGE THE SIZE THEREOF; THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE UTILITIES; THE RIGHT TO REMOVE FROM THE EASEMENT ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH REASONABLY ENDANGER OR MAY REASONABLY INTERFERE WITH THE EFFICIENCY OR OPERATION OF THE UTILITIES; AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE UTILITIES.

1. THE PROPERTY OWNER RETAINS THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND/OR UNREASONABLY INTERFERE WITH THE USE OF THE EASEMENT. HOWEVER, THE EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.
2. THE CITY (AND/OR DISTRICT) SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO ENSURE THE DAMAGE TO THE PROPERTY IS MINIMIZED AND THE CITY (AND/OR DISTRICT) WILL AT ALL TIMES, AFTER DOING ANY WORK IN CONNECTION WITH THE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATION IS REASONABLE IN ACCORDANCE WITH THE CITY'S (AND/OR DISTRICT) USUAL AND CUSTOMARY PRACTICES.

PLAT NOTES

SETBACKS IN THE CITY LIMITS

LOT SETBACKS ARE DETERMINED BY BY THE CITY OF BOERNE ZONING ORDINANCE ENFORCED AT THE TIME OF DEVELOPMENT AND ARE BASED ON ZONING/LOT SIZE. UNLESS OTHERWISE IDENTIFIED, THE FRONT SETBACK FOR A PIE SHAPED LOT ON A CURVILINEAR STREET OR CUL-DE-SAC IS MEASURED WHEREVER THE LOT WIDTH MEETS FRONTAGE REQUIREMENTS FOR THE LOT CATEGORY.

FENCE NOTES

GATES ACROSS EASEMENT: DOUBLE SWING GATES WITH A MINIMUM CLEAR OPENING OF 12 FEET WIDE SHALL BE INSTALLED WHEREVER FENCES CROSS UTILITY AND DRAINAGE EASEMENTS.

OBSTRUCTIONS OF DRAINAGE: ADEQUATE STRUCTURES SHALL BE PROVIDED TO ALLOW THE UNHINDERED PASSAGE OF ALL STORM AND DRAINAGE FLOWS WHEREVER FENCES CROSS DRAINAGE EASEMENTS.

LANDSCAPE NOTE

RESIDENTIAL LOTS IN EXCESS OF 12,500 SQUARE FEET SHALL ONLY IRRIGATE THE AREA THAT LIES WITHIN 75 FEET OF THE MAIN RESIDENCE. TURF GRASSES SHALL BE LIMITED TO ZOYSIA, BUFFALO, OR BERMUDA GRASSES OR OTHER GRASSES APPROVED BY THE CITY MANAGER OR HIS OR HER DESIGNED REPRESENTATIVE (ORD. NO. 2004-20). XERISCAPING IS PERMITTED AS DESCRIBED IN THE CITY OF BOERNE ZONING ORDINANCE, ARTICLE 3, SECTION 3.07.003D.

SIDEWALK NOTE

FIVE-FOOT WIDE (OR LARGER WHERE REQUIRED) REINFORCED CONCRETE SIDEWALKS (INCLUDING CURB RAMPS) SHALL BE INSTALLED IN THE SIDEWALK EASEMENT WHERE PROVIDED OR ADJACENT TO PROPERTY LINE WHERE NO SIDEWALK EASEMENT IS PROVIDED, OF EACH LOT FRONTING A STREET AT SUCH TIME AS THAT LOT IS DEVELOPED.

IMPACT FEE ASSESSMENT NOTE

ASSESSMENT AND COLLECTION OF THE CITY OF BOERNE WATER AND WASTEWATER UTILITIES' CAPITAL RECOVERY FEES SHALL BE THE AMOUNT PER LOT AS SET FORTH IN CITY ORDINANCE NO. 2023-18, SECTION 1.10(5).

TAX CERTIFICATE NOTE

TAX CERTIFICATE AFFIDAVIT FILED THIS DATE IN DOCUMENT NO. _____, KENDALL COUNTY OFFICIAL PUBLIC RECORDS.

HERITAGE TREE NOTE

THERE ARE 2 HERITAGE LEGACY TREES, AS DEFINED IN SUBSECTION 2.02.002, IDENTIFIED ON THIS PLAT.

FLOODPLAIN NOTE

ACCORDING TO COMMUNITY PANEL NO. 48259C0415F, DATED DECEMBER 16, 2010 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM), NO PART THE SUBJECT TRACT IS LOCATED WITHIN ZONE "X" (UN-SHADED) WHICH IS DEFINED BY FEMA AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", COMMONLY KNOWN AS THE 500-YEAR FLOODPLAIN.

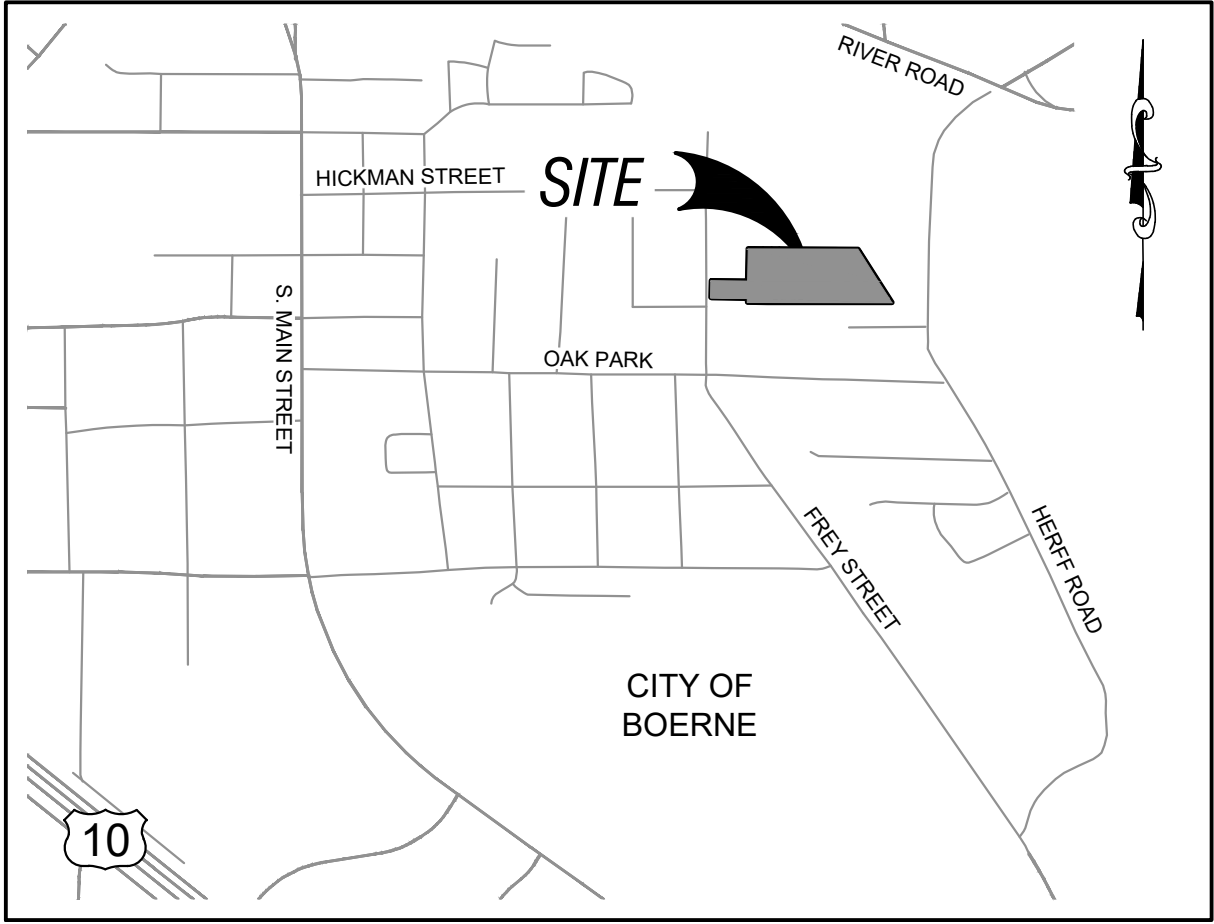
COMMON AREA MAINTENANCE NOTE

THE MAINTENANCE OF ALL PRIVATE DRAINAGE EASEMENTS, SHARED USE EASEMENTS, WATER QUALITY EASEMENTS, AND EASEMENTS OF ANY OTHER NATURE WITHIN THIS SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS, OR PROPERTY OWNERS' ASSOCIATION, OR ITS SUCCESSORS OR ASSIGNS AND NOT THE RESPONSIBILITY OF THE CITY OF BOERNE.

FINAL PLAT ESTABLISHING
SIENA COURT
GARDEN HOMES

A 5.468 ACRE TRACT OF LAND LYING IN THE J. SMALL SURVEY NUMBER 183, ABSTRACT NUMBER 441, KENDALL COUNTY, TEXAS, SAID 5.481 ACRE TRACT BEING A PORTION OF LOT 3 AND ALL OF LOT 4 OF THE FAIR VIEW ADDITION, A SUBDIVISION RECORDED IN VOLUME 37, PAGE 172, DEED RECORDS OF KENDALL COUNTY, TEXAS, ALSO BEING ALL OF THAT TRACT OF LAND DESCRIBED AS 5.48 ACRES OF LAND AS RECORDED IN VOLUME 653, PAGE 355, OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS.

25 RESIDENTIAL LOTS / 3 OPEN SPACE LOTS
0.657 ACRES OF OPEN SPACE



LOCATION MAP
N.T.S

STATE OF TEXAS §
COUNTY OF KENDALL §

I, _____, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH THIS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE, ON THE ____ DAY OF _____, A.D. 202__ AT _____, ____M. IN THE PLAT RECORDS OF SAID COUNTY IN DOCUMENT NO. _____, TAX CERTIFICATE AFFIDAVIT FILED THIS DATE IN DOCUMENT NO. _____, KENDALL COUNTY OFFICIAL RECORDS. IN TESTIMONY, WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS ____ DAY OF _____ A.D. 202__.

COUNTY CLERK
KENDALL COUNTY, TEXAS

BY: _____
DEPUTY

THIS PLAT OF SIENA COURT GARDEN HOMES HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF BOERNE, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS ____ DAY OF _____, ____.

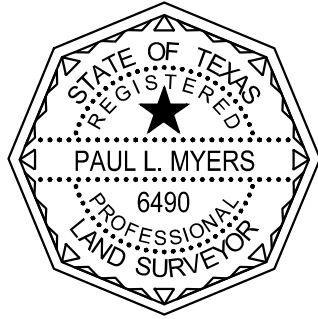
BY: _____
CHAIRMAN

BY: _____
SECRETARY

STATE OF TEXAS §
COUNTY OF KENDALL §

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

PAUL L. MYERS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6490



Boerne Utilities
10/21/2025 2:55:28 PM
No Comments.

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE ____ DAY OF _____, ____.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

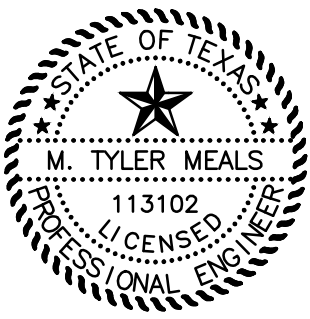
LAND SURVEYOR

STATE OF TEXAS §
COUNTY OF KENDALL §

I HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN IN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF BOERNE.

M. TYLER MEALS
REGISTERED PROFESSIONAL ENGINEER NO. 113102

MMES F-18576



SWORN TO AND SUBSCRIBED BEFORE ME THIS THE ____ DAY OF _____, ____.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

ENGINEER

STATE OF TEXAS §
COUNTY OF KENDALL §

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER OR DULY AUTHORIZED AGENT:
DAVE LUCIANI
SIENA COURT DEVELOPMENT, LLC
37535 IH-10 WEST, UNIT C
BOERNE, TX 78006

STATE OF TEXAS §
COUNTY OF KENDALL §

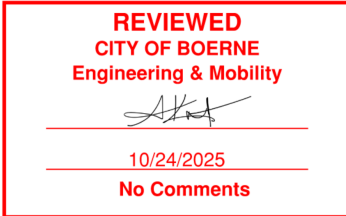
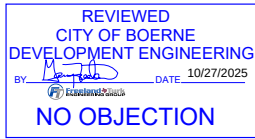
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED STEPHEN COSLIK KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, ____.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

OWNER

SHEET 01 of 02



LEGEND

- 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED
- SET MONUMENT
- C1 CURVE NUMBER
- L1 LINE NUMBER
- ESM'T EASEMENT
- R.O.W. RIGHT-OF-WAY
- DRN. DRAINAGE
- P.R.K.C. PLAT RECORDS OF KENDALL COUNTY, TEXAS
- O.R.K.C. OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS
- RIGHT-OF-WAY LINE
- PROPERTY LINE
- LOT LINE
- EASEMENT LINE
- ADJOINING PROPERTY LINE
- ADJOINING PROPERTY LOT LINE
- HERITAGE LEGACY TREE

FINAL PLAT ESTABLISHING
SIENA COURT
GARDEN HOMES

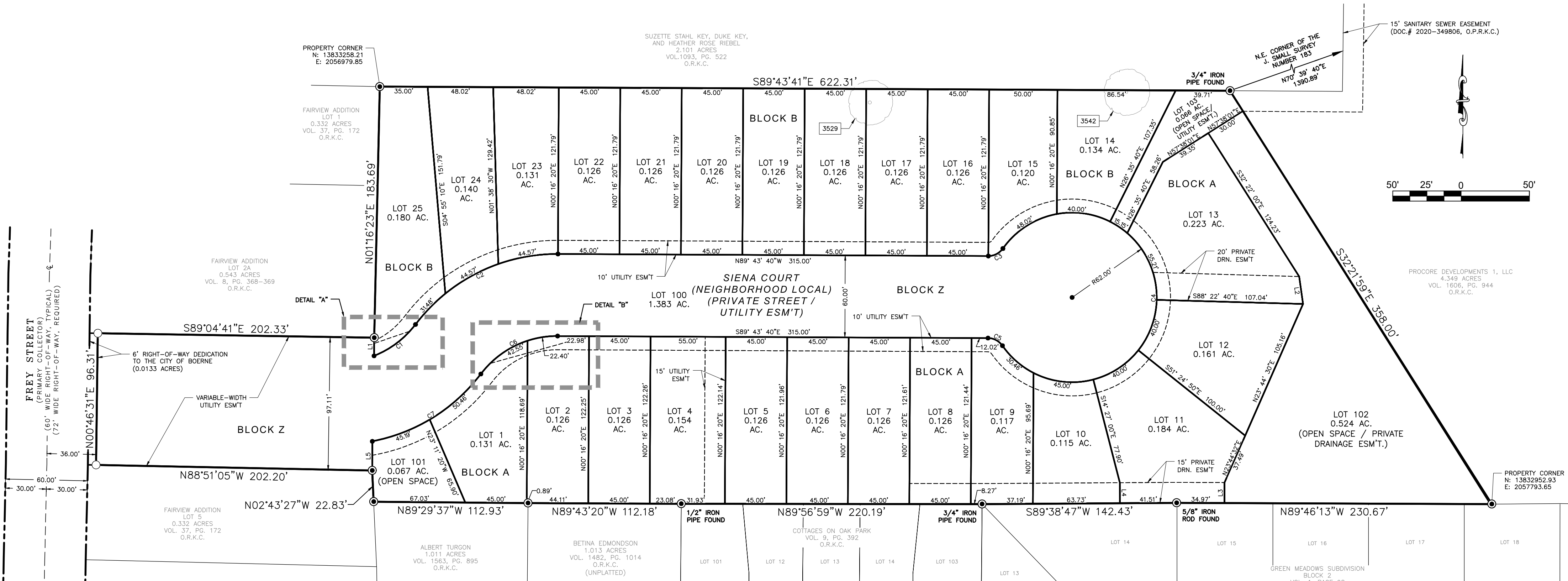
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CURVE TABLE					
CURVE NO.	DELTA	ARC LENGTH	RADIUS	CHORD BEARING	CHORD DIST.
C1	31°31'34"	38.52'	70.00'	S52°52'32"W	38.03'
C2	53°09'35"	120.62'	130.00'	S63°41'32"W	116.34'
C3	55°01'01"	12.48'	13.00'	S62°45'49"W	12.01'
C4	290°02'02"	313.85'	62.00'	N00°16'19"E	71.09'
C5	55°01'01"	12.48'	13.00'	S62°13'10"E	12.01'
C6	53°09'35"	64.95'	70.00'	N63°41'32"E	62.64'
C7	42°09'17"	95.65'	130.00'	N58°11'23"E	93.50'

TREE TABLE		
TAG NO.	TC (IN)	SPECIES
3529	89.5	POST OAK
3542	92.5	POST OAK

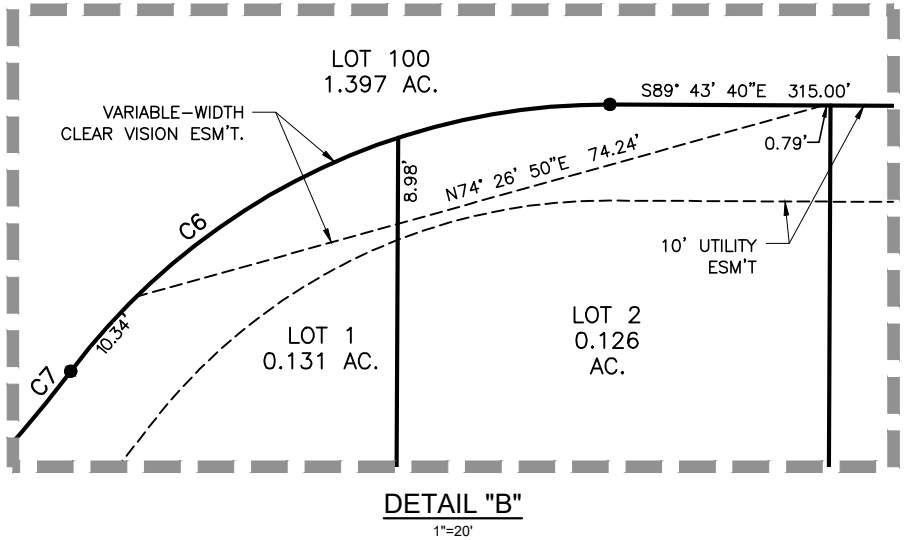
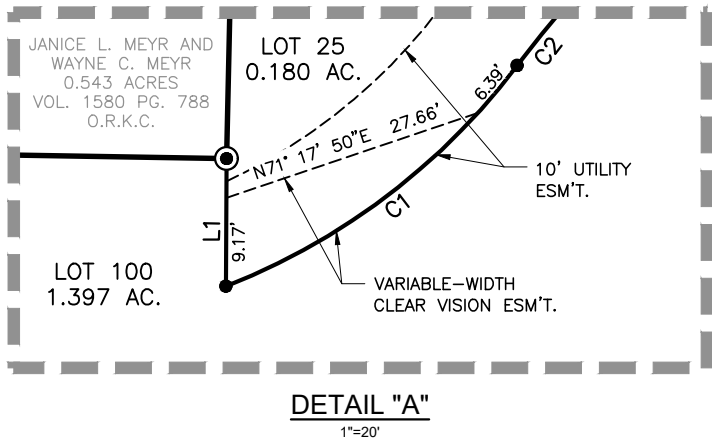
BLOCK TABLE		
BLOCK	LOTS	PERIMETER LENGTH (FT)
A	1-13, 101-103	2081.5
B	14-25	1461.5
Z	100	1895.8

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N00°16'19"E	13.28'
L2	N07°56'46"W	20.28'
L3	N00°13'44"E	15.00'
L4	S00°21'13"E	15.00'
L5	N00°16'19"E	21.29'



NOTES

- LOTS 100, 101, 102, AND 103 ARE HEREIN DEDICATED TO THE SIENA COURT GARDEN HOMES HOME OWNER'S ASSOCIATION.
- LOTS 100, 101, 102, AND 103 SHALL BE MAINTAINED BY THE SIENA COURT GARDEN HOMES HOME OWNER'S ASSOCIATION.



REVIEWED
City of Boerne
FIRE MARSHAL
Robert Lee
10/22/2025
No Additional Comments

SHEET 02 of 02

MM MEALS★MYERS
ENGINEERING & SURVEYING LLC

10102 HUEBNER ROAD, SAN ANTONIO, TX 78240
PHONE: (210) 740-2483 | (830) 931-1269
TBPE No. F-18576 | TBPLS No. 101942291

OCTOBER 2025 MMES JOB #18040

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6. ALL DISTANCES HEREON ARE SURFACE. THE GRID TO SURFACE CONVERSION FACTOR IS 1.00017 (1.00017*GRID=SURFACE).
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DRAINAGE EASEMENT
DRAINAGE, WATER DIVERSION, AND SANITARY CONTROL, INCLUDING WITHOUT LIMITATION, WALLS, BEDS, EMBANKMENTS, SPILLWAYS, APPURTENANCES, AND OTHER ENGINEERED DEVICES (THE "DRAINAGE SYSTEM").

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER PASSABLE AREAS OF THE GRANTOR'S ADJACENT LAND, WHEN THE DELINEATED ENTRANCE POINT THAT ABUTS PUBLIC RIGHT-OF-WAY IS OBSTRUCTED AND/OR INACCESSIBLE, EITHER IN WHOLE OR IN PART, IN ORDER TO ACCESS OR LEAVE THE EASEMENT FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, OPERATING, MAINTAINING, REPAIRING, AND REMOVING THE DRAINAGE SYSTEM; THE RIGHT TO CHANGE THE SIZE OF THE DRAINAGE SYSTEM WITHIN THE EASEMENT; THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE DRAINAGE SYSTEM; THE RIGHT TO CREATE AND/OR DREDGE A STREAM COURSE, REFILL, OR DIG OUT SUCH STREAM COURSE, ESTABLISH OR CHANGE STREAM EMBANKMENTS WITHIN THE EASEMENT, INSTALL STORM SEWER SYSTEMS, CULVERTS, WATER GAPS, AND PROTECTING RAILS; THE RIGHT TO REMOVE FROM THE EASEMENT ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH REASONABLY ENDANGER OR MAY REASONABLY INTERFERE WITH THE EFFICIENCY OF THE DRAINAGE SYSTEM; AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE DRAINAGE SYSTEM.

WITH RESPECT TO THE DRAINAGE SYSTEM, IT IS EXPRESSLY AGREED AND UNDERSTOOD BY ALL PARTIES HERETO, THAT THE INTENTION IS TO IMPROVE CONDITIONS OF SANITATION AND WATER DRAINAGE CONTROL ON THE PROPERTY, ADJACENT PROPERTY, AND THE COMMUNITY, BUT THE CITY DOES NOT GUARANTEE OR WARRANT THAT SUCH CONTROL WORK WILL BE EFFECTIVE, NOR DOES THE CITY ASSUME ANY ADDITIONAL LIABILITY WHATSOEVER FOR THE EFFECTS OF FLOOD, STANDING WATER, OR DRAINAGE ON OR TO THE PROPERTY, OR ANY OTHER PROPERTY OR PERSONS THAT MIGHT BE AFFECTED BY SAID STREAM, WASH, OR GULLY IN ITS NATURAL STATE OR AS CHANGES BY THE CITY.

1. THE GRANTOR SPECIFICALLY RESERVES THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE, WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND/OR UNREASONABLY INTERFERE WITH THE GRANTEE'S USE OF THE EASEMENT.
2. THE GRANTEE SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO ENSURE THE DAMAGE TO THE PROPERTY IS MINIMIZED AND WILL AT ALL TIMES, AFTER DOING ANY WORK IN CONNECTION WITH THE DRAINAGE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATION IS REASONABLE IN ACCORDANCE WITH THE GRANTEE'S USUAL AND CUSTOMARY PRACTICES.
3. THE GRANTEE SHALL MAKE NECESSARY MODIFICATIONS AND IMPROVEMENTS TO CONFORM WITH THE CITY OF BOERNE DRAINAGE POLICY PLAN AT SUCH A TIME AS THE SAID PLAN AND POLICY ARE ENACTED BY CITY COUNCIL OF THE CITY OF BOERNE, TEXAS.

UTILITY EASEMENT
UTILITIES, INCLUDING, WITHOUT LIMITATION, SEWER, WATER, GAS, ELECTRICITY, TELEPHONE, AND CABLE TELEVISION, WITH ALL NECESSARY AND/OR DESIRABLE LINES, LATERALS AND/OR APPURTENANCES THERETO (THE "UTILITIES").

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER PASSABLE AREAS OF THE GRANTOR'S ADJACENT LAND, WHEN THE DELINEATED ENTRANCE POINT THAT ABUTS PUBLIC RIGHT-OF-WAY IS OBSTRUCTED AND/OR INACCESSIBLE, EITHER IN WHOLE OR IN PART, IN ORDER TO ACCESS OR LEAVE THE EASEMENT FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, OPERATING, MAINTAINING, REPAIRING, AND REMOVING THE UTILITIES; THE RIGHT TO PLACE NEW OR ADDITIONAL UTILITIES IN THE EASEMENT AND TO CHANGE THE SIZE OF THE UTILITIES WITHIN THE EASEMENT; THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE UTILITIES; THE RIGHT TO REMOVE FROM THE EASEMENT ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH REASONABLY ENDANGER OR MAY REASONABLY INTERFERE WITH THE EFFICIENCY OR OPERATION OF THE UTILITIES; AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE UTILITIES.

1. THE GRANTOR SPECIFICALLY RESERVES THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE, WHICH DOES NOT DAMAGE, DESTROY, INJURE, AND/OR UNREASONABLY INTERFERE WITH THE GRANTEE'S USE OF THE EASEMENT. HOWEVER, THE EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.
2. THE GRANTEE SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO ENSURE THE DAMAGE TO THE PROPERTY IS MINIMIZED AND WILL AT ALL TIMES, AFTER DOING ANY WORK IN CONNECTION WITH THE UTILITIES, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATION IS REASONABLE IN ACCORDANCE WITH THE GRANTEE'S USUAL AND CUSTOMARY PRACTICES.

PLAT NOTES

FENCE NOTES
GATES ACROSS EASEMENT: DOUBLE SWING GATES WITH A MINIMUM CLEAR OPENING OF 12 FEET WIDE SHALL BE INSTALLED WHEREVER FENCES CROSS UTILITY AND DRAINAGE EASEMENTS.

OBSTRUCTIONS OF DRAINAGE: ADEQUATE STRUCTURES SHALL BE PROVIDED TO ALLOW THE UNHINDERED PASSAGE OF ALL STORM AND DRAINAGE FLOWS WHEREVER FENCES CROSS DRAINAGE EASEMENTS.

LANDSCAPE NOTE
RESIDENTIAL LOTS IN EXCESS OF 12,500 SQUARE FEET SHALL ONLY IRRIGATE THE AREA THAT LIES WITHIN 75 FEET OF THE MAIN RESIDENCE. TURF GRASSES SHALL BE LIMITED TO ZOYSIA, BUFFALO OR BERMUDA GRASSES OR OTHER GRASSES APPROVED BY THE CITY MANAGER OR HIS DESIGNATED REPRESENTATIVE. (ORD. NO. 2004-20). XERISCAPING IS PERMITTED AS DESCRIBED IN THE CITY OF BOERNE ZONING ORDINANCE, ARTICLE 3, SECTION 3.07.003D.

SIDEWALK NOTES
AT SUCH TIME AS A LOT IS DEVELOPED, A FIVE-FOOT WIDE REINFORCED CONCRETE SIDEWALK SHALL BE INSTALLED ADJACENT TO ALL PROPERTY LINES OF EACH LOT WHERE THE LOT ABUTS PUBLIC OR PRIVATE STREET.

IMPACT FEE ASSESSMENT
ASSESSMENT AND COLLECTION OF THE CITY OF BOERNE WATER AND WASTEWATER UTILITIES' CAPITAL RECOVERY FEES SHALL BE THE AMOUNT PER LOT AS SET FORTH IN CITY ORDINANCE NO. 2017-13, SECTION 1.10(5).

TAX CERTIFICATE
TAX CERTIFICATE AFFIDAVIT FILED THIS DATE IN VOLUME ___, PAGE ___, KENDALL COUNTY OFFICIAL RECORDS.

LARGE LEGACY TREE
THERE ARE 2 HERITAGE LEGACY TREES, AS DEFINED IN SUBSECTION 2.02.002, IDENTIFIED ON THIS PLAT.

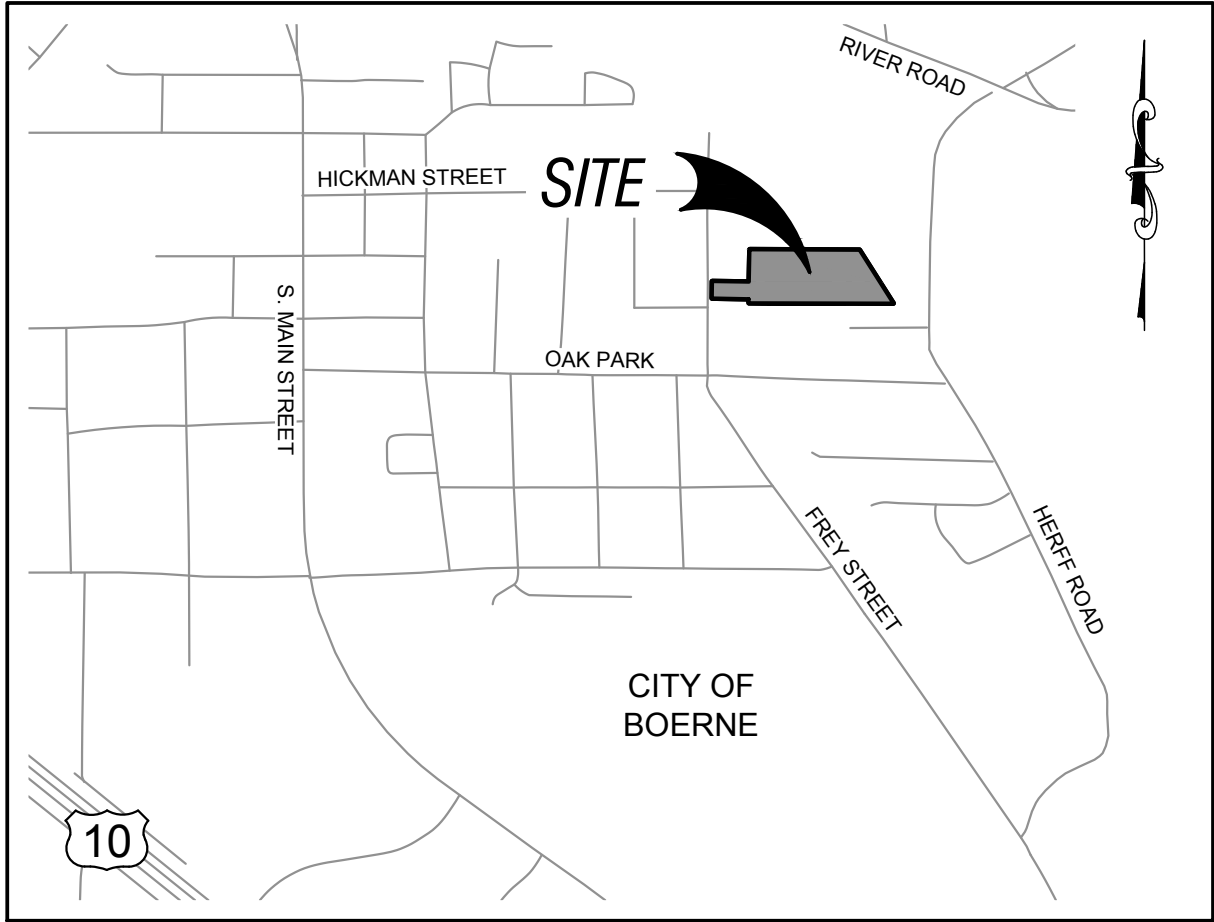
GRID STREET SETBACKS
LOTS ON GRID NETWORK STREETS SHALL HAVE VARYING SETBACKS AS DEFINED IN THE ZONING ORDINANCE.

LOT SETBACKS
LOT SETBACKS ARE DETERMINED BY BY THE CITY OF BOERNE ZONING ORDINANCE ENFORCED AT THE TIME OF DEVELOPMENT AND ARE BASED ON ZONING/LOT SIZE. UNLESS OTHERWISE IDENTIFIED, THE FRONT SETBACK FOR A PIE SHAPED LOT ON A CURVILINEAR STREET OR CUL-DE-SAC IS MEASURED WHEREVER THE LOT WIDTH MEETS FRONTAGE REQUIREMENTS FOR THE LOT CATEGORY.

PRELIMINARY PLAT ESTABLISHING
SIENA COURT
GARDEN HOMES

A 5.481 ACRE TRACT OF LAND LYING IN THE J. SMALL SURVEY NUMBER 183, ABSTRACT NUMBER 441, KENDALL COUNTY, TEXAS, SAID 5.481 ACRE TRACT BEING A PORTION OF LOT 3 AND ALL OF LOT 4 OF THE FAIR VIEW ADDITION, A SUBDIVISION RECORDED IN VOLUME 37, PAGE 172, DEED RECORDS OF KENDALL COUNTY, TEXAS, ALSO BEING ALL OF THAT TRACT OF LAND DESCRIBED AS 5.48 ACRES OF LAND AS RECORDED IN VOLUME 653, PAGE 355, OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS.

25 RESIDENTIAL LOTS / 3 OPEN SPACE LOTS
0.676 ACRES OF OPEN SPACE



STATE OF TEXAS
COUNTY OF KENDALL

LOCATION MAP
N.T.S

I, _____, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE, ON THE __ DAY OF _____, _____ AT _____, ___, IN THE RECORDS OF DEEDS AND PLATS OF SAID COUNTY, IN BOOK VOLUME _____, ON PAGE _____. IN TESTIMONY WHEREOF, WITNESS BY HAND AND OFFICIAL SEAL OF OFFICE, THIS _____ DAY OF _____, _____.

TAX CERTIFICATE AFFIDAVIT FILED THIS DATE IN VOLUME _____ PAGE _____, KENDALL COUNTY OFFICIAL RECORDS. IN TESTIMONY WHEREOF WITNESS BY HAND AND OFFICIAL SEAL OF OFFICE, THIS _____ DAY OF _____, _____.

COUNTY CLERK, KENDALL COUNTY, TEXAS

BY: _____
DEPUTY

THIS SUBDIVISION PLAT OF SIENA COURT GARDEN HOMES HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF BOERNE, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS __ DAY OF _____, _____.

BY: _____
CHAIR

BY: _____
SECRETARY

STATE OF TEXAS
COUNTY OF KENDALL

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

PAUL L. MYERS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6490

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE __ DAY OF _____, _____.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

LAND SURVEYOR

STATE OF TEXAS
COUNTY OF KENDALL

I HEREBY CERTIFY THAT ALL PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN IN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF BOERNE.

M. TYLER MEALS
PROFESSIONAL ENGINEER NO. 113102

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE __ DAY OF _____, _____.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

ENGINEER

STATE OF TEXAS
COUNTY OF KENDALL

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER
GREENWAY COTTAGE BUILDERS, LLC
37535 IH-10 WEST, UNIT C
BOERNE, TX 78006

STATE OF TEXAS
COUNTY OF KENDALL

BEFORE ME, THE ABOVE AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS __ DAY OF _____, ____.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

OWNER

SHEET 01 of 02

MM

MEALS★MYERS

ENGINEERING & SURVEYING LLC

1711 HADBURY LANE, SAN ANTONIO, TX 78248
PHONE: (210) 740-2483 | (830) 931-1269
TBPE No. F-18576 | TBPLS No. 101942291

OCTOBER 2018

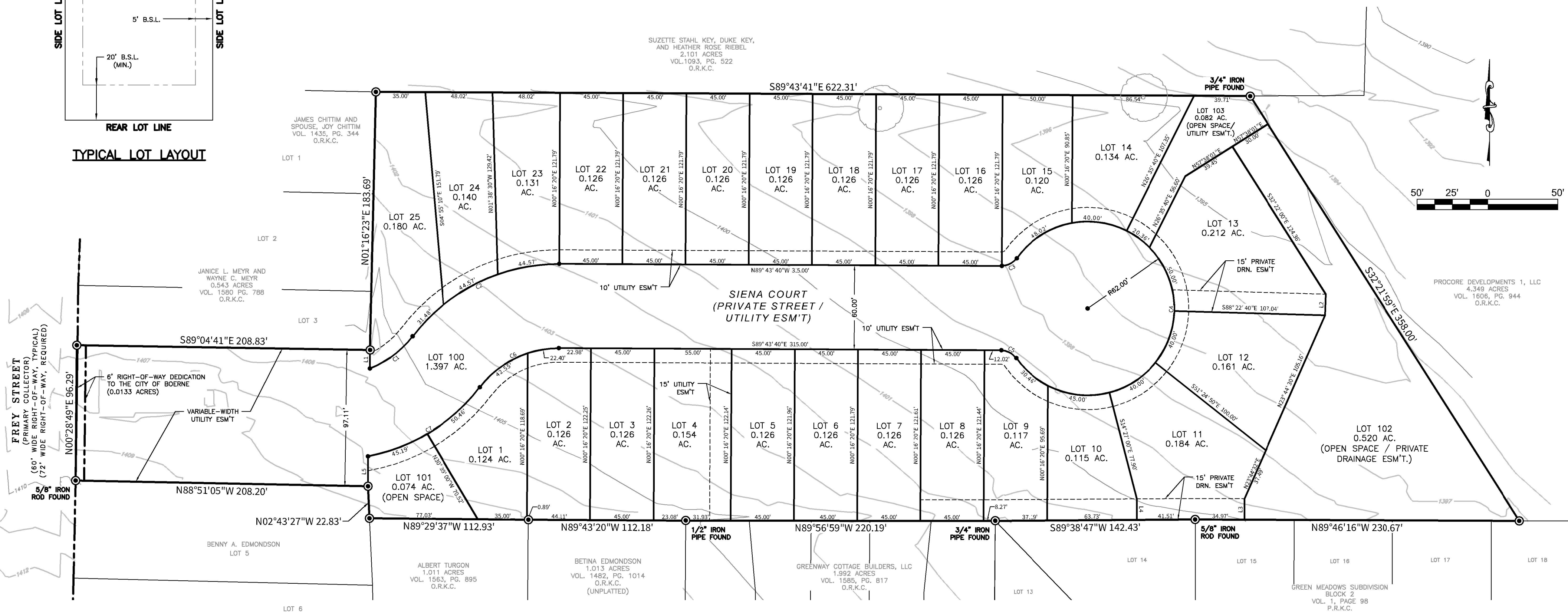
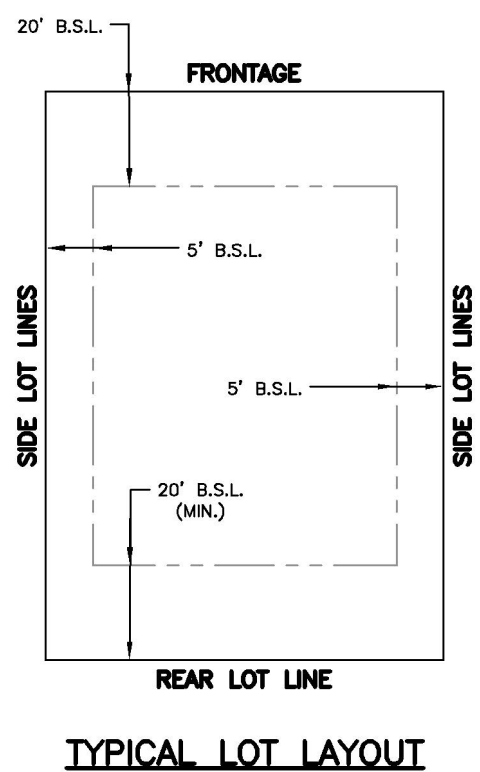
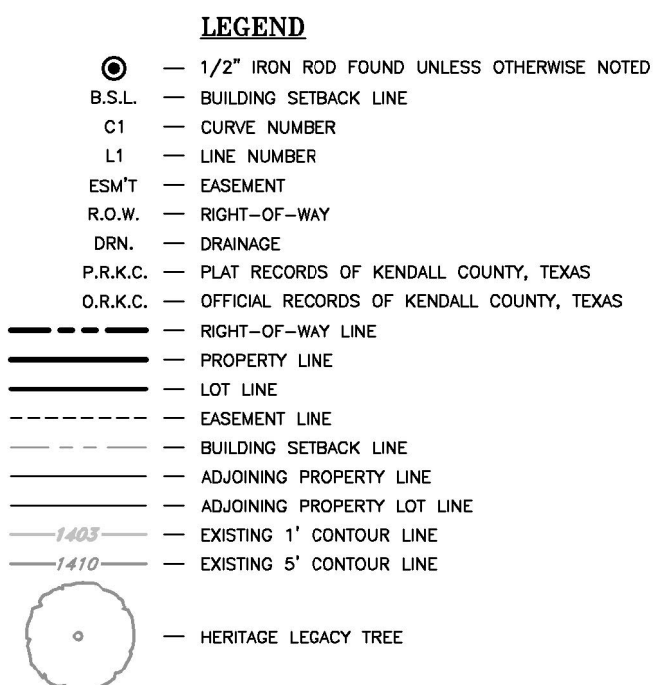
MMES JOB #18040

PRELIMINARY PLAT ESTABLISHING
SIENA COURT
GARDEN HOMES

A 5.481 ACRE TRACT OF LAND LYING IN THE J. SMALL SURVEY NUMBER 183, ABSTRACT NUMBER 441, KENDALL COUNTY, TEXAS, SAID .481 ACRE TRACT BEING A PORTION OF LOT 3 AND ALL OF LOT 4 OF THE FAIR VIEW ADDITION, A SUBDIVISION RECORDED IN VOLUME 37, PAGE 172, DEED RECORDS OF KENDALL COUNTY, TEXAS, ALSO BEING ALL OF THAT TRACT OF LAND DESCRIBED AS .48 ACRES OF LAND AS RECORDED IN VOLUME 653, PAGE 355, OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS.

CURVE TABLE					
CURVE NO.	DELTA	ARC LENGTH	RADIUS	CHORD BEARING	CHORD DIST.
C1	31°31'34"	38.52'	70.00'	S52°52'32"W	38.03
C2	53°09'35"	120.62'	130.00'	S63°41'32"W	116.34'
C3	55°01'01"	12.48'	13.00'	S62°45'49"W	12.01
C4	290°02'02"	313.85'	62.00'	N00°16'19"E	71.09
C5	55°01'01"	12.48'	13.00'	S62°13'10"E	12.01
C6	53°09'35"	64.95'	70.00'	N63°41'32"E	62.64
C7	42°09'17"	95.65'	130.00'	N58°11'23"E	93.50

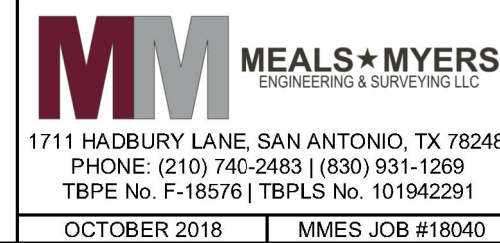
LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N00°16'19"E	13.28'
L2	N01°37'15"E	15.00'
L3	N00°13'44"E	15.00'
L4	S00°21'13"E	15.00'
L5	N00°16'19"E	21.29'



NOTES

1. LOTS 100 - 103 ARE HEREIN DEDICATED TO THE SIENA COURT GARDEN HOMES HOME OWNER'S ASSOCIATION.
2. LOTS 100 - 103 SHALL BE MAINTAINED BY THE SIENA COURT GARDEN HOMES HOME OWNER'S ASSOCIATION.

SHEET 02 of 02



DECLARATION
OF
COVENANTS CONDITIONS AND RESTRICTIONS
FOR
SIENA COURT GARDEN HOMES

DECLARATION OF
COVENANTS CONDITIONS AND RESTRICTIONS
FOR
SIENA COURT GARDEN HOMES

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DECLARATION OF
COVENANTS CONDITIONS AND RESTRICTIONS
FOR
SIENA COURT GARDEN HOMES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIENA COURT GARDEN HOMES (the "Declaration"), is made as of this _____ day of _____, 20____, by SIENA COURT DEVELOPMENT, LLC., a Texas limited liability company (the "Declarant").

ARTICLE 1
GENERAL

1.1 Community Area. Declarant is the owner of that certain parcel of land in the County of Kendall, State of Texas, more particularly described on Exhibit A attached hereto and incorporated herein by reference, which is defined in this Declaration as the "Community Area." Declarant intends to develop the Community Area, including any property which may be annexed to the Community Area as provided herein, as a planned community of single family detached homes.

1.2 Purposes of Declaration. Property that is subject to this Declaration in the manner hereinafter provided shall be referred to as the "Community Area." This Declaration is executed: (a) in furtherance of a common and general plan for the Community Area; (b) to protect and enhance the quality, value, aesthetic, desirability, and attractiveness of the Community Area; (c) to provide for an Association as a vehicle to hold, maintain, care for, and manage Association Properties and/or amenities, including landscaped areas, private open space areas, private roads, fences, public access trails, and project signage to benefit all Owners; (d) to provide for the maintenance of the drainage easements and related improvements; (e) to define the duties, powers, and rights of the Association; and (f) to define certain duties, powers, and rights of Owners of Sites within the Community Area.

1.3 Declaration. Declarant, for itself, its successors and assigns, hereby declares that the entire Community Area and all other property which becomes subject to this Declaration in the manner hereinafter provided, and each part thereof, shall, from the date the same becomes subject to this Declaration, be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes, and other provisions set forth in this Declaration, for the duration hereof, all of which are declared to be part of, pursuant to, and in furtherance of a common and general plan of development, improvement, enhancement, and protection of the Community Area. The provisions of this Declaration are intended to and shall run with the land and, until their

expiration in accordance with the terms hereof, shall bind, be a charge upon, and inure to the mutual benefit of: (a) all of the property which is now or becomes part of the Community Area and each part or parcel thereof, (b) Declarant and its successors and assigns, (c) the Association and its successors and assigns, and (d) all Persons having or acquiring any right, title or interest in any property which becomes part of the Community Area or any part or parcel thereof or any Improvement thereon and their heirs, personal representatives, successors and assigns. The provisions of this Declaration shall be binding on each Owner and the family members, guests, invitees, and tenants of each Owner. An Owner shall be responsible for any non-compliance with this Declaration by such Owner's family members, guests, invitees, and tenants.

ARTICLE 2 **DEFINITIONS**

Unless otherwise expressly provided herein, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified.

2.1 Code. "Code" shall mean the Texas property code as provided in Title 11, Chapters 201-215, as the same may be from time to time amended.

2.2 Administrative Functions. "Administrative Functions" shall mean all functions as are necessary and proper under this Declaration and shall include, without limitation, providing management and administration of the Association; providing architectural or design review services under Article 4 hereof; incurring reasonable attorneys' fees and accountants' fees; obtaining errors and omissions insurance for officers, directors, and agents of the Association; obtaining fidelity bonds for any Person handling funds of the Association; paying taxes levied against the Association Properties; incurring filing fees, recording costs, and bookkeeping fees; obtaining and maintaining offices and office furniture and equipment; and performing other such reasonable and ordinary administration tasks associated with operating the Association, including the engagement of professional management consultants.

2.3 Articles of Incorporation. "Articles of Incorporation" shall mean the Articles of Incorporation of SIENA COURT GARDEN HOMES Homeowners Association, which have been or will be filed in the office of the Secretary of State of the State of Texas, as the same may be amended from time to time.

2.4 Assessment. "Assessment" shall mean a Common Assessment, Special Assessment, or a Reimbursement Assessment.

2.5 Association. "Association" shall mean SIENA COURT GARDEN HOMES Homeowners Association, a Texas non-profit corporation, its successors and assigns.

2.6 Association Properties. "Association Properties" shall mean all the real property described in Exhibit B and all other real and personal property, if any, including improvements

located on Association Properties and all Common Areas, now or hereafter owned by the Association or with respect to which the Association holds an easement for the use, care, or maintenance thereof, or for which the Association has a right or obligation to maintain, held for the common use and enjoyment of its Members as provided herein, and for other purposes as may be permitted by this Declaration.

2.7 Board of Directors. "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

2.8 Budget. "Budget" shall mean a written itemized estimate of the annual revenues and expenses to be incurred by the Association in performing its functions under this Declaration and prepared pursuant to Section 9.5 of this Declaration.

2.9 By-Laws. "By-Laws" shall mean the By-Laws of the Association, which have been or will be adopted by the Board of Directors of the Association, as the same may be amended from time to time.

2.10 Common Area. "Common Area" shall mean any portions of the Community Area: designated as Common Area on Exhibit B and the improvements located thereon; identified as a tract, improvement or amenity to be maintained by the Association on a plat or instrument Recorded by Declarant for any part of the Community Area, including, but not limited to, the private access drive, trail easements, and utility/drainage easement as shown on the Plat, identified in this Declaration as areas to be maintained by the Association, or conveyed to the Association by the Declarant, which are owned or maintained by the Association for the common use and enjoyment of the Owners, including, but not limited to, private roads, streets, and sewers; the Drainage System; visitor parking areas; landscaped areas within the Community Area not located on a Site for a single family home; perimeter fences and fences on Sites, if any, and Common Areas; signs and entryway landscaping and features for the Community Area; and easements for the use and benefit of the Owners as may be provided in this Declaration, including all easements described in Exhibit D to this Declaration. Such Common Area may be owned: (a) by the Association; (b) by individual Owners over which the Association may have an easement for maintenance purposes; or (c) by the City.

2.11 Common Assessment. "Common Assessment" shall mean the annual assessments made for the purpose of covering the portion of the annual costs of operating the Association, maintaining, repairing, and replacing Common Areas, and reasonable replacement reserves for Common Areas, including expenses incurred in connection with any authorized function of the Association, which are to be paid by each Owner to the Association for purposes provided herein and charged to such Owner and to the Site of such Owner.

2.12 Community Area. "Community Area" shall mean the real property which is subject to this Declaration.

2.13 County and City. "County" shall mean the County of Kendall, State of Texas. "City" shall mean The City of Boerne, State of Texas.

2.14 Declarant. "Declarant" shall mean Siena Court Development, LLC, a Texas limited liability company, its successors and assigns. A Person shall be deemed to be a "successor and assign" of Siena Court Development, LLC, as Declarant, only if specifically designated in a duly Recorded instrument as a successor or assign of Declarant under this Declaration and shall be deemed a successor and assigns of Declarant only as to the particular rights or interests of Declarant under this Declaration which are specifically designated in the written instrument. However, a successor to Siena Court Development, LLC by consolidation or merger shall automatically be deemed a successor or assign of Siena Court Development, LLC as Declarant under this Declaration.

2.15 Declaration. "Declaration" shall mean this instrument as it may be amended from time to time.

2.16 Deed of Trust. "Deed of Trust" shall mean a Mortgage.

2.17 Design Review Committee. "Design Review Committee" shall mean the Committee provided for in Article 4 of this Declaration.

2.18 Drainage System. "Drainage System" shall mean the drainage facilities and associated appurtenances as described on the Drainage Plan for SIENA COURT GARDEN HOMES approved by and on file with the City.

2.19 Improvement. "Improvement" shall mean all structures and any appurtenances thereto and equipment of every type or kind, including, but not limited to, buildings, patio covers, awnings, painting of any exterior surfaces of any visible structure, additions, walkways, outdoor sculptures or artwork, sprinkler pipes, above ground and underground utilities, mailboxes, garages, flagpoles, roads, driveways, sidewalks, private drives, dog or pet houses, exterior lighting, spas, hot tubs, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior tanks, solar equipment, antennae, satellite dishes, exterior air conditioning compressors, and ventilation equipment.

2.20 Improvement to Property. "Improvement to Property" shall mean any improvement, change, alteration, or addition to any property within the Community Area. "Improvement to Property" is more particularly defined in Section 4.2 of its Declaration.

2.21 Leases. "Lease" shall mean and refer to any agreement for the leasing or rental of a Site.

2.22 Maintenance Funds. "Maintenance Funds" shall mean the accounts into which the Board shall deposit monies paid to the Association and from which disbursements shall be made in the performance of the functions of the Association pursuant to Article 8 hereof.

2.23 Member. "Member" shall mean the Person or, if more than one, all Persons collectively who constitute the Owner of a Site.

2.24 Mortgage. "Mortgage" shall mean any mortgage or deed of trust or other such instrument, given voluntarily by the Owner of a Site, encumbering the Site to secure the performance of an obligation or the payment of a debt and which is required to be released upon performance of the obligation or payment of the debt. The term "Deed of Trust" when used herein shall be synonymous with the term "Mortgage." "First Mortgage" shall mean a Mortgage which has priority over all other security interests in a Site, other than statutory liens for taxes and special assessments.

2.25 Mortgagee. "Mortgagee" shall mean a mortgagee under a Mortgage or a beneficiary under a Deed of Trust, as the case may be, and the assignees of such Mortgagee. "First Mortgagee" shall mean any Person named as the mortgagee or beneficiary under any First Mortgage, or any insurer or guarantor of a First Mortgage.

2.26 Mortgagor. "Mortgagor" shall mean the Person who mortgages his or its property to another (is the maker or grantor of a Mortgage). The term "Mortgagor" shall include a trustor or grantor under a Deed of Trust.

2.27 Notice of Completion. "Notice of Completion" shall mean written notice to the Design Review Committee of the completion of any Improvement to Property pursuant to Article 4 of this Declaration.

2.28 Owner. "Owner" shall mean the Person, including Declarant, or, if more than one, all Persons collectively, who hold fee simple title of Record to a Site. .

2.29 Person. "Person" shall mean a natural person, a corporation, a partnership, or any other entity.

2.30 Planned Community. "Planned Community" shall have the same meaning as set forth in the Act.

2.31 Plat. "Plat" shall mean SIENA COURT GARDEN HOMES. 5.481 acre tract of land lying in the J. Small Survey No. 183, Abstract 441, Kendall County, Texas, said 5.481 acre tract being a portion of Lot 3 and all of Lot 4 of the Fair View Addition, a subdivision recorded in Vol. 37, page 172, deed records of Kendall County, Texas, also being all of that tract of land described as 5.48 acres of land as recorded in Vol. 653, page 355, official records of Kendall County, Texas.

2.32 Record or Recorded. "Record" or "Recorded" shall mean the filing for record of any document in the office of the Clerk and Recorder of the County of Kendall, Texas.

2.33 Reimbursement Assessment. "Reimbursement Assessment" shall mean a charge against a particular Owner and his Site for the purpose of reimbursing the Association for expenditures and other costs of the Association in curing any violation, directly attributable to the Owner, of the Declaration or the Rules and Regulations, pursuant to Section 9.10 hereof, together with late charges and interest as provided for herein.

2.34 Related User. "Related User" shall mean each Person claiming a right to use a Site by, through, or under an Owner, including, but not limited to, any family member, guest, tenant, contractor, or other invitee of an Owner.

2.35 Rules and Regulations. "Rules and Regulations" shall mean rules and regulations adopted by the Board of Directors as provided in Section 8.16 of this Declaration.

2.36 Site. "Site" shall mean any lot or parcel of land within the Community Area which is shown upon any Recorded Plat or any other parcel of land which may be sold or conveyed without violation of the provisions of Texas law pertaining to the subdivision of land. "Site" shall not include: (a) any property owned by a public body, (b) the Association Properties, or (c) any Common Area as defined herein.

2.37 Special Assessment. "Special Assessment" shall mean a charge against each Owner and his Site representing a portion of the costs of the Association for the purpose of funding major capital repairs, maintenance, replacements, reserves for future replacements, and Improvements which are not paid for out of Common Assessments for any reason, pursuant to Section 9.9 hereof.

ARTICLE 3

GENERAL RESTRICTIONS APPLICABLE TO COMMUNITY AREA

All real property within the Community Area shall be held, used and enjoyed subject to the following limitations and restrictions, and subject to exemptions of Declarant set forth in this Declaration. The strict application of the following limitations and restrictions in any specific case may be modified or waived in whole or in part by the Design Review Committee if such strict application would be unreasonably or unduly harsh under the circumstances. Any such modification or waiver must be in writing or be contained in written guidelines or rules promulgated by the Design Review Committee.

3.1 Landscaping of Community Area. It is the intent of the Declarant and the Design Review Committee that all landscaping within the Common Area will be installed by the Declarant and will be maintained by the Association as part of Declarant's landscape plan. Owners

may not install any landscaping unless landscape plans or drawings showing the design and location of plants and landscape materials are first submitted to and approved by the Design Review Committee. No changes to landscaping that are inconsistent with the landscape and plantings elements required under the Plat and the landscape plan approved by and on file with the City may be made without the prior approval of the Design Review Committee. No changes or additions to landscaping installed by Declarant may be made by an Owner unless approved by the Design Review Community and also shall be approved by Declarant, as long as Declarant owns a Site within the Community Area or any Parcel that may be annexed to the Community Area. All landscaping shall comply with the requirements of any landscape and planting plans included in the landscape plan approved by and on file with the County. Landscape materials located within five (5) feet of back of curb shall not exceed twenty-four (24) inches in height and trees and other landscape materials shall not cause sight distance problems with vehicles entering the adjoining street from driveways or nearby intersections. Any dispute that may arise over sight distances shall be resolved by utilizing the City's sight distance table in effect at the time of the dispute.

3.2 Maintenance of Community Area. No property within the Community Area shall be permitted to fall into disrepair, and all property within the Community Area, including any fences, Improvements, and landscaping thereon, shall be kept and maintained in a clean, attractive, and sightly condition and in good repair. Maintenance, repair, and upkeep of Improvements on each Site shall be the responsibility of the Owner of the Site, except for fences installed by the Declarant, the area within trail easements, and any other Improvements that are to be maintained by the Association. The Association shall be responsible for the maintenance, repair, and upkeep of Association Properties, all Common Areas, fences installed by Declarant or the Association (whether on a Site or Association Properties), the area within trail easements and all improvements located thereon, and the Drainage System. Dead or dying landscape materials shall be replaced as soon as possible, taking into account weather conditions affecting the planting of replacement landscaping, and all landscaping shall be regularly maintained in a neat and trim manner. Only the Association is permitted to make any changes in Improvements located on Association Properties or Common Areas and landscaping installed by Declarant erected on Sites or Association Properties. Automatic irrigation systems shall be maintained and operated in such a fashion as to conserve water to the maximum extent practicable while still maintaining landscaping in an attractive condition.

The Association is hereby granted an easement across all Sites for the purpose of maintaining, repairing, and replacing any and all fences, the maintenance of which is the responsibility of the Association, the Drainage System, the area within trail easements, landscaping installed by Declarant outside the privacy fence on each Site and other landscaping that is the responsibility of the Association to maintain, and any other Improvements and Common Areas, the maintenance of which is the responsibility of the Association.

Violation of this Section 3.2 by an Owner shall permit the Association to enter on the Site of the Owner and cure the violation or cause compliance with this provision and to levy and collect a Reimbursement Assessment for the costs and expenses of the Association in so doing; provided, however, that there shall be no entry into the interior of an Improvement intended for human occupancy without the consent of the Owner thereof unless a clear emergency exists.

3.3 Fences Within Community Area. Except for fences which may be installed by Declarant, no fences shall be constructed on any Site without the prior written approval of the Design Review Committee. No fences may be installed in any Common Area unless installed by the Declarant or the Association.

Each fence installed by Declarant located on Association Properties or Sites shall be maintained by the Association. Each Owner of a Site shall be responsible for maintaining, repairing, and replacing, in a reasonably attractive manner, any fence installed by such Owner with the approval of the Design Review Committee. Any fence located on a lot line between two Sites which was installed by one of the Owners shall be maintained by the Owner who installed the fence. Owners are hereby granted an easement across adjacent Sites for the purpose of maintaining, repairing, and replacing any fence installed by such Owner.

3.4 Property Uses. All Sites shall be used for residential purposes and such other purposes as may be permitted under the applicable regulations of the City. No dwelling erected or maintained within Community Area shall be used or occupied for any purpose other than for a single-family detached dwelling. Notwithstanding the foregoing, business activities associated with the sale of Sites or residences constructed thereon shall be allowed, including construction trailers, sales offices, and model homes used by Declarant, subject to all the requirements of the City. In addition, in-home businesses not involving the servicing of customers or use of employees in the residence, other than the Owners of the Site on which such activities occur or their family members, shall be allowed if permitted under applicable zoning and other City regulations and requirements, provided such activities are conducted solely within the residence and do not create or result in any offensive or noxious activities, do not constitute a nuisance, and do not result in customers, employees or clients coming to the residence for purposes related to the business or parking in public or private streets. Any other use of a Site for in-home businesses shall be prohibited unless approved by the Board of Directors of the Association, which approval may be approved, approved with conditions, or disapproved in the sole discretion of the Board of Directors.

3.5 Construction Type: Building Height. All construction shall be new. No building previously used at another location nor any building or structure originally constructed as a mobile dwelling or structure may be moved onto a Site, except as expressly hereinafter provided for temporary buildings. The height of all buildings constructed within the Community Area shall be

limited to the height limits required or approved by the City. No basements may be constructed within the Community Area.

3.6 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any property within the Community Area, nor shall anything be done or placed thereon which is or may become a nuisance or cause an unreasonable embarrassment, disturbance, or annoyance to others.

3.7 Annoying Sounds or Odors. No sound or odor shall be emitted from any property within the Community Area which is noxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, wind chimes, or other sound devices, other than security devices used exclusively for security purposes, shall be located or used on any property except with the prior approval of the Design Review Committee. All materials located upon a Site that create or cause a noxious or offensive odor shall be removed immediately by the Owner of the Site. The Board of Directors of the Association may require the Owner of a residence or motor vehicle with a security system which experiences false alarms more than three (3) times in any thirty (30) day period or more than six (6) times in any twelve month period to repair, replace, or deactivate such alarm system. All alarm systems shall conform to applicable governmental requirements.

Notwithstanding the foregoing, special gatherings of residents within the community and their invited guests (family parties, block parties, community garage sales, and similar activities) which may utilize outdoor speakers may be permitted, provided that the event has first been approved by the Association Board of Directors and is permitted by the City's Code Enforcement office or similar office. Any approval by the Board of the Association may impose conditions on the noise level, location, hours, number of participants, and other matters in connection with any approval of the gathering.

3.8 No Hazardous Activities. No activity shall be conducted on and no improvement shall be constructed on any property within the Community Area which is or might be unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property within the Community Area and no open fires shall be lighted or permitted on any property within the Community Area except in a contained barbecue unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent the dispersal of burning embers. No exploding fireworks shall be discharged within the Community Area.

3.9 No Unsightliness. All unsightly conditions, structures, facilities, equipment, and objects shall be enclosed within a structure, including snow removal equipment and garden or maintenance equipment except when in actual use. The Board may specify what conditions and objects constitute "unsightliness" by Rules and Regulations duly adopted by the Board. The foregoing shall not apply to Declarant during construction activities.

3.10 Weeds. The grass and other landscaped areas in all yards and other portions of every Site on which no building has been constructed shall be maintained in an attractive condition. In addition, each Site shall be kept free from brush or other growth or trash which, in the reasonable opinion of the Design Review Committee, is unsightly or causes undue danger of fire.

3.11 Restrictions on Garbage and Trash. No refuse, garbage, trash, lumber, grass, shrub, or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse, or debris of any kind shall be kept, stored, or allowed to accumulate on any Site except within an enclosed structure or appropriately screened from view, except that any container containing such materials may be placed outside at such times as may be necessary to permit garbage or trash pick-up. All trash containers shall have a cover that is resistant to animals that may be attracted to trash. The Board of the Association may prescribe the types of permitted trash containers by rules which shall be followed by all Owners after adoption. The Board may, in its sole discretion, contract with one or more trash disposal contractors to provide regular and consistent refuse management for all Owners within the Community Area and include the costs of such services in the Common Assessments.

3.12 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Site, except that domesticated birds or fish and other small domestic animals permanently confined indoors (not including pot-bellied pigs and other animals capable of being domesticated that are excluded pursuant to rules and regulations adopted by the Board of the Association), and except an aggregate of not more than two domesticated dogs (which must be restrained in the backyard or side yard of a Site or other enclosure area approved by the Design Review Committee or kept inside the residence at all times within a Site) and two domesticated cats (not including tamed wildlife), will be permitted on any Site within the Community Area unless approved by the Board of the Association. A number of dogs and/or cats may be permitted by the Board of the Association. The Board of the Association may withhold its approval in its sole, subjective discretion and may condition such approval on conditions applicable to the care and maintenance of pets approved by the Board and on physical improvements to the Site of the applicant which are approved by the Design Review Committee. Pet restraints may include an invisible fence on or within the perimeter boundary of a Site or other type of enclosure approved by the Design Review Committee. Any permitted pets may not be kept, bred, or maintained for any commercial purpose. Animals may not be tethered or allowed to run in the front yard or side yards of a Site. No animal of any kind shall be permitted which, in the opinion of the Board of Directors, makes an unreasonable amount of noise or odor, chases or otherwise attacks people or other pets within the Community Area or adjacent public or private properties or is a nuisance. The Board of Directors may require an Owner or their tenant to reduce the number of pets kept on a Site based on the problems described in the preceding sentence, whether or not the Board of Directors had approved keeping more than two dogs and/or cats on the Site and even if the number of animals complies with the requirements of this Section. The Board of Directors may adopt

rules prescribing the number of complaints about a pet received by the Association over a specified period of time that would constitute a violation of this Section. All household pets (except domesticated cats) shall be controlled by their Owner and shall not be allowed off the Owner's Site except when properly leashed and accompanied by the pet Owner or his representative. Each Owner of a household pet shall be financially responsible and liable for any damage caused by said household pet to any Association Properties, to Sites owned by any other Persons, injuries to any Persons, or otherwise. The Owner of a pet causing any damage shall defend, indemnify, and hold harmless the Association, the members of the Board of Directors and the Design Review Committee, and their agents and representatives of the Association from and against all claims and damages related to any such damage. Animal waste shall be cleaned up regularly and damaged landscaping shall be replaced as soon as the landscaping is visually unattractive, dead or dying. Within the Community Area, animal waste deposited by an Owner's pet shall be immediately removed by such Owner.

3.13 No Temporary Structures. No tent, shack, storage shed, temporary structure, or temporary building other than those placed within the Community Area or on a site by Declarant (which may or may not be new) in connection with the sale of Sites or construction and sale of Improvements on Sites shall be placed upon any property within the Community Area except with the prior written consent of the Design Review Committee obtained in each instance, subject to such conditions or restrictions as may be required by the Design Review Committee.

3.14 Restriction on Antennae, Pipes, Utility Lines, and Transmitters. Pipes for water, gas, sewer, drainage, or other purposes, wires, poles, and other facilities for the transmission of electricity, and utility meters or other utility facilities shall be kept and maintained, to the extent possible, underground or within an enclosed structure. Any satellite dish, aerial, pole, antenna or other facility for the transmission or reception of audio or visual signals (except those located entirely inside a residence) shall be screened from view from streets and adjacent Sites and shall first be approved by the Design Review Committee. Satellite dishes which are one meter or less in diameter may be placed on the side of a residential structure abutting the back yard or side yard of a Site, or at another location if a clear signal cannot be obtained at such location, with approval from the Design Review Committee. The Design Review Committee shall act on applications for approval of satellite dishes and antennae in accordance with the requirements of the Federal Telecommunications Act of 1996, and any applicable regulations adopted pursuant thereto, as such statute and regulations may be amended from time to time. With the approval of the Design Review Committee, a master antenna or cable television antenna may, but need not, be provided for use of all Owners or a group of Owners, and Declarant may grant easements for such purposes. Antennae for shortwave or HAM radio operation are prohibited its can be demonstrated that said antennae can be screened from view similar to a television satellite dish or similar equipment or unless the Association is prohibited from excluding such antennae from the Community Area under applicable federal or state law.

3.15 Restrictions on Signs and Advertising. No sign, poster, billboard, advertising device, or display of any kind shall be erected or maintained anywhere within the Community Area so as to be evident to public view, except signs as may be approved in writing by the Design Review Committee or which are permitted herein. Political signs and a sign advertising a Site for sale or for lease may be placed on such Site; provided, however, that standards relating to dimensions, color, style, and location of such signs shall be subject to the sign code requirements of the City. The provisions of this Section shall not apply to Declarant with respect to advertising in connection with the construction and/or sale of residences located within the Community Area.

3.16 Maintenance of Drainage. The Association shall be responsible for maintaining the Drainage System located within the Community Area - The Drainage System may not be modified without the consent of the Design Review Committee and the City. Each Owner shall be responsible for maintenance of the established drainage pattern on his Site in accordance with the applicable grading plan approved by and on file with the City. There shall be no interference with the established drainage pattern over any property within the Community Area, except as approved in writing by the Design Review Committee and the City. Approval shall not be granted unless provision is made for adequate alternate drainage. The Owner of the Site for which the established drainage pattern is changed shall be solely liable for the impact of such changes on adjacent Sites, Association Properties, adjacent properties outside the Community Area, or public property. The "established drainage pattern" shall mean the drainage pattern which exists at the time the approved grading of any property is completed and shall include any established drainage pattern shown on any plans approved by the Design Review Committee. The established drainage pattern may include the drainage pattern: (a) from Association Properties over any Site; (b) from any Site over the Association Properties; (c) from any property owned by the City or other Persons over any Site; (d) from any Site over property owned by the City or other Persons; (e) from any Site over another Site; or (f) from any Site over properties outside the Community Area. The Association is hereby granted an easement across all Sites for the purpose of maintaining drainage ditches and improvements that cross or are adjacent to a Site and to correct the drainage pattern and grading of a Site if necessary to improve or correct overall drainage of the Community Area.

3.17 Compliance with Insurance Requirements. Except as may be approved in writing by the Board of Directors, nothing shall be done or kept on property within the Community Area which may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association.

3.18 Compliance with Laws. Nothing shall be done or kept on any property within the Community Area in violation of any law, ordinance, rule, or regulation of any governmental authority having jurisdiction (collectively, "**Applicable Law**").

3.19 Further Subdivision of Sites. The Owner of a Site shall not further subdivide that Site to smaller sites.

3.20 Restoration in the Event of Damage or Destruction. In the event of damage or destruction of any Improvement on any Site, the Owner thereof shall cause the damaged or destroyed Improvement to be restored or replaced in a timely manner to its original condition or such other condition as may be approved in writing by the Review Committee, or the Owner shall cause the damaged or destroyed Improvement to be demolished and the Site to be suitably landscaped, subject to the approval of the Design Review Committee, so as to present a pleasing and attractive appearance.

3.21 Temporary Storage of Building Materials. No building materials shall be stored on any Site except temporarily during continuous construction of an Improvement on the same Site or inside a residence. Building materials shall be removed from a Site or other portion of the Community Area within thirty (30) days after cessation of actual construction in those areas being served by such material storage area.

3.22 Playground Equipment. Playground equipment such as basketball backboards and poles, playhouses, swing sets and the like may not be erected on any Site within the Community Area without the prior written consent of the Design Review Committee, subject to the requirements of this Section and any design guidelines adopted by the Design Review Committee. Any such playground equipment may not be located on a property line and shall be located so as to minimize any disturbance of residents on other Sites. No basketball backboards may be attached to a structure. Free-standing basketball backboards shall be made of standard manufacturers materials and colors.

3.23 Vehicle Repairs. No maintenance (other than washing and polishing vehicles), servicing, repair, dismantling, or repainting of any type of vehicle, boat, trailer, machine, or device may be carried on within the Community Area, except within a completely enclosed structure which screens the sight and sound of the activity from the street and from other Sites, Association Properties, and public property.

3.24 Storage of Gasoline and Explosives. Etc. No Site shall be used for storage of explosives, gasoline, or other volatile and/or incendiary materials or devices. Gasoline or fuel for Owner's lawn mower, and the like may be maintained on an incidental basis on the Site in an amount not to exceed five (5) gallons and shall be kept in approved containers. The provisions of this Section shall not apply to the Declarant or to builders with approval granted by the Declarant with respect to fuel which may be necessary in connection with the construction and/or sale of residences located within the Community Area.

3.25 Parking Restrictions. No motor vehicles, boats, campers, trailers, motorcycles, motor homes, or other vehicles may be parked on the private access drive or other Association Properties except as permitted by the Association in the designated parking spaces on Association Properties. No boat, camper (on or off supporting vehicles), trailer, tractor, truck (other than a $\frac{3}{4}$ ton or smaller pick-up truck not used for commercial purposes), towed trailer unit, motorcycle,

snowmobiles, disabled, junk, or abandoned vehicles, motor home, mobile home, camper, recreational vehicle, or any other vehicle, the primary purpose of which is recreational, sporting, or commercial use, shall be parked or stored in, on, or about any Site of street within the Community Area. Any vehicle that has external lettering or signage that gives the appearance of being a vehicle used in connection with a commercial enterprise or business shall be deemed to be a vehicle the primary purpose of which is commercial use. The Association shall have the right to enter Owner's Site to remove and store, at Owner's expense, vehicles in violation of this Section. Owner shall be entitled to not less than fifteen (15) days' notice prior to such action by the Association. Parking of motor vehicles on public and private streets or driveways within the Community Area shall be prohibited, unless permitted by the Association pursuant to duly-adopted Rules and Regulations which shall be consistent with the regulations of the foregoing restrictions shall not apply to the temporary, daytime parking of commercial vehicles while providing service at a residence within the Community Area.

Notwithstanding the foregoing, the Association shall allow Owners to park emergency vehicles in their Parking Unit, provided that: (i) it is a condition of such Owner's employment that the vehicle is required to be available at designated periods at the Owner's residence; (ii) such vehicle has a weight rating of 10,000 lbs. or less; (iii) the Owner is a bona fide member of a volunteer fire department or is employed by an emergency service provider; (iv) the vehicle has an official designation on it; and (v) the vehicle does not interfere with access by other Owners.

3.26 Air Conditioning and Heating Equipment. Except for those installed by Declarant, no heating, air conditioning, solar collectors, evaporative coolers, or refrigeration equipment shall be placed, allowed, or maintained anywhere on a Site or structure other than within a structure or on the ground in an area which shall be screened from public view, or, with respect to solar collectors, which are flush with the roof surface, in accordance with plans approved by the Design Review Committee.

3.27 Construction Activities. Normal construction activities carried out by the Declarant within the Community Area or carried out by an Owner or Owner's contractor in connection with Improvements to Property approved by the Design Review Committee shall not be deemed a violation of any of the provisions of this Article 3. All contractors (including Declarant) engaged in construction activities within the Community Area shall ensure that all construction activities comply with applicable requirements of the County and OSHA, that construction debris is removed from the Community Area on a regular basis, that streets are cleaned of mud, dirt, and debris caused by such contractor or its subcontractors, and that any damage to streets, curbs, sidewalks, utilities, and any other Improvements within the Community Area caused by such contractor or any of its subcontractors is repaired in a timely manner.

3.28 Leases. All leases of Improvements located on any Site within the Community Area shall be subject in all respects to the provisions of this Declaration. No lease may be executed

for a term of less than one (1) year, unless the Board of Directors approves a shorter lease term prior to execution of the lease. Any lease shall include the entire residence and Site.

3.29 Clotheslines. No outdoor clotheslines may be placed on any Site unless a retractable clothesline is used in lieu of a non-retractable clothesline.

3.30 Driving Laws. Pursuant to Section 542.008 of the Transportation Code, all traffic rules and regulations enforced and applied by the City on all public streets, alleys and rights-of-way governing the operation and movement of vehicles are extended to all private streets, alleys and rights-of-way within the Subdivision. All such streets, roads, alleys, and rights-of-way are governed and controlled by all traffic laws set forth in state law and City ordinance

ARTICLE 4

ARCHITECTURAL APPROVAL

4.1 Approval of Improvements Required. The approval of the Design Review Committee shall be required for any Improvement to Property on any Site, except (a) for any Improvement to Property made by Declarant, and (b) where prior approval of an Improvement to Property may be waived or certain Improvements to Property may be exempted in writing or under written guidelines, rules, or design standards promulgated by the Design Review Committee. The Design Review Committee may delegate some or all of its authority under this Declaration to such subcommittee or subcommittees as the Design Review Committee may elect to establish from time to time or, with approval of the Boards of Directors of the Association. Membership on any subcommittee need not include members of the Design Review Committee.

4.2 Improvement to Property Defined. "improvement to Property" requiring approval of the Design Review Committee shall mean and include, without limitation: (a) the construction, installation, erection, or expansion of any building, structure, or other improvement, including utility facilities and fences; (b) the demolition or destruction, by voluntary action, of any building, structure, or other Improvement; (c) the grading, excavation, filling, or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern; (d) installation of landscaping on a Site; (e) changing the access point and sidewalk location for any Site; and (f) any change or alteration of any previously approved Improvement to Property, including any change of exterior appearance, color, or texture.

4.3 Membership of Committee. The Design Review Committee shall consist of two (2) members, all of whom shall be initially appointed by Declarant. Declarant shall have the continuing right to appoint and replace all two (2) members during the Appointment Period (as hereinafter defined). The Board of Directors of the Association shall have the right to appoint such members after the expiration of the Appointment Period. During the period of development

of the Community Area while Declarant has rights to appoint members of the Design Review Committee, Declarant shall give the Association written notice of the appointment or removal of any member of the Design Review Committee. The "Appointment Period" shall mean the period of time commencing as of the date of Recordation of this Declaration and continuing until the earliest to occur of the following events: (a) when all Sites have been conveyed to Persons other than a successor Declarant, and certificates of occupancy have been issued for the residences constructed thereon, or (b) when, in its discretion, Declarant voluntarily relinquishes such right. After termination of the Appointment Period, members of the Design Review Committee shall be Members of the Association. After expiration of the Appointment Period, members of the Design Review Committee to be appointed by the Association shall be appointed by the Board of Directors. Members of the Design Review Committee appointed by the Board of Directors may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board. After the expiration of the Appointment Period, the Association may at any time and from time to time change the authorized number of members of the Design Review Committee, but the number of members of the Design Review Committee shall not be less than two (2).

4.4 Address of Design Review Committee. The address of the Design Review Committee shall be at the principal office of the Association.

4.5 Submission of Plans. Prior to commencement of work to accomplish any proposed Improvement to Property, the Person proposing to make such Improvement to Property ("Applicant") shall submit to the Design Review Committee at its offices such descriptions, sketches, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications, and samples of materials and colors as the Design Review Committee shall reasonably request showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement to Property. The Design Review Committee may require submission of additional plans, specifications, or other information prior to approving or disapproving the proposed improvement to Property. Until receipt by the Design Review Committee of all required materials in connection with the proposed Improvement to Property, the Design Review Committee may postpone review of any materials submitted for approval. The provisions of this Article 4 shall not apply to the Declarant, except as where Declarant is specifically referred to in this Article 4.

4.6 Criteria for Approval. The Design Review Committee shall approve any proposed Improvement to Property only if it deems in its reasonable discretion that the Improvement to Property in the location indicated will not be detrimental to the appearance of the surrounding areas of the Community Area as a whole; that the appearance, exterior design, materials and colors of the proposed Improvement to Property will be in harmony with the surrounding areas of the Community Area; that the Improvement to Property will not detract from the beauty, wholesomeness, and attractiveness of the Community Area or the enjoyment thereof

by Owners; that the proposed changes in topography, if any, properly relate to adjacent Sites and the Community Area as a whole; that the proposed Improvement to Property complies with all applicable public and private development restrictions, including all development restrictions set forth in this Declaration, any Design Standards adopted by the Design Review Committee and on a Preliminary and Final Plat or other development approval by the City; and that the upkeep and maintenance of the proposed Improvement to Property will not become a burden on the Association.

4.7 Design Standards: Waivers. The Design Review Committee will adopt “SIENA COURT GARDEN HOMES Design Guidelines” (referred to herein as the "Design Standards") relating to approval criteria, recommended materials and designs, submittal and approval procedures, materials to be submitted, fees, and additional factors which will be taken into consideration in connection with the approval of any proposed Improvement to Property. The Design Standards, or the Design Review Committee on a case-by-case basis, may specify circumstances under which the strict application of limitations or restrictions under this Declaration will be waived or deemed waived in whole or in part or variances granted because strict application of such limitations or restrictions would be unreasonable or unduly harsh under the circumstances. The Design Standards, or the Design Review Committee on a case-by-case basis, may waive the requirement for approval of certain Improvements to Property or exempt certain Improvements to Property from the requirement for approval, if such approval is not reasonably required to carry out the purposes of this Declaration. The Design Review Committee may revise the Design Standards from time to time in a manner that is consistent with the provisions of this Declaration.

4.8 Design Review Fee and Compensation of Members. The Design Review Committee may, in the Design Standards, provide for the payment of a fee to accompany each request for approval of any proposed Improvement to Property. The Design Review Committee may provide that the amount of such fee shall be for similar types of any proposed Improvement to Property or that the fee shall be determined in any other reasonable manner, such as based upon the estimated cost of the proposed Improvement to Property or the anticipated costs to be incurred by the Design Review Committee in reviewing the application. Such fee may not exceed the amount set forth in the Design Standards, if any, as amended from time to time. Members of the Design Review Committee may not receive compensation for services rendered to the Committee.

4.9 Decision of Committee. Any decision of the Design Review Committee shall be made within the time period specified in the Design Standards, but in no event later than the time period set forth in Section 4.10 below. The Design Review Committee's decision shall be in writing. The decision of the Design Review Committee shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the Design Review Committee. The Design Review Committee shall maintain records of all submittals, approvals and disapprovals, and correspondence.

4.10 Failure of Committee to Act on Plans. Any request for approval of a proposed Improvement to Property shall be deemed approved, disapproval or a request for additional information or materials is transmitted to the Applicant by the Design Review Committee within forty-five (45) days after the date of actual receipt by the Design Review Committee of all required materials and expiration of the additional ten (10) day period described below. If additional information or materials are requested by the Design Review Committee, the forty-five (45) day time period within which the Design Review Committee is required to make its decision shall be automatically extended to forty-five (45) days after the Design Review Committee receives the requested information or materials. If an Applicant does not receive a response from the Design Review Committee forty-five (45) days after the Applicant sent the request to the Design Review Committee, the Applicant shall notify the Design Review Committee that a response was not received and the Design Review Committee shall have ten (10) days after actual receipt of such notification (and an additional copy of the request and supporting materials) to act on the request. If the Design Review Committee fails to act on the request within such ten (10) days, the request shall be deemed to have been approved.

4.11 Prosecution of Work After Approval. After approval of any proposed Improvement to Property, the proposed Improvement to Property shall be commenced within twelve (12) months and accomplished as promptly and diligently as possible and in complete conformity with the description of the proposed Improvement to Property, any materials submitted to the Design Review Committee in connection with the proposed Improvement to Property, and any conditions imposed by the Design Review Committee. Failure to complete the proposed Improvement to Property within twelve (12) months after the date of approval or such other period or extension of the initial twelve (12) month period as specified in writing by the Design Review Committee, or to complete the Improvement to Property in accordance with the description and materials furnished to, and the conditions imposed by, the Design Review Committee, shall constitute non-compliance with the requirements for approval of the Improvement to Property. Failure to commence construction of the proposed Improvement to Property within twelve (12) months after the date of approval shall result in the automatic termination of such approval, unless the Design Review Committee grants an extension of such time period.

4.12 Notice of Completion. Upon completion of the Improvement to Property, the Applicant may give written Notice of Completion to the Design Review Committee. Until the date of receipt of such Notice of Completion, the Design Review Committee shall not be deemed to have notice of completion of such Improvement to Property.

4.13 Inspection of Work. The Design Review Committee or its duly authorized representative shall have the right to inspect any Improvement to Property prior to or after completion, provided that the right of inspection shall terminate sixty (60) days after the Design Review Committee shall have received a Notice of Completion from Applicant.

4.14 Notice of Non-Compliance. If, as a result of inspections or otherwise, the Design Review Committee finds that any Improvement to Property has been done without obtaining the approval of the Design Review Committee or was not done in complete conformity with the description and materials furnished to, and any conditions imposed by, the Design Review Committee or was not completed within twelve (12) months after the date of approval by the Design Review Committee or such other period as may have been specified in writing by the Design Review Committee, the Design Review Committee shall notify the Applicant in writing of the noncompliance, which notice shall be given, in any event, within sixty (60) days after the Design Review Committee receives a Notice of Completion from the Applicant. The notice shall specify the particulars of the non-compliance and shall require the Applicant to take such action as may be necessary to remedy the non-compliance.

4.15 Failure of Committee to Act After Completion. Failure of the Design Review Committee to inspect the work shall not relieve the Applicant from its obligations to comply with this Declaration or all conditions of approval or prevent the Design Review Committee from pursuing all remedies available to it in the event of any non-compliance.

4.16 Correction of Non-Compliance. If the Design Review Committee determines that a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of receipt by the Applicant of notice of noncompliance from the Design Review Committee. If the Applicant does not comply with the Committee ruling within such period, the Committee may, at its option, record a Notice of Non-Compliance against the real property on which the noncompliance exists, may enter upon such property and remove the noncomplying Improvement to Property, or may otherwise remedy the non-compliance, and the Applicant shall reimburse the Association, upon demand, for all expenses, including attorney's fees, incurred therewith. If such expenses are not promptly repaid by the Applicant or Owner to the Association, the Board may levy a Reimbursement Assessment against the Owner of the Site for such costs and expenses. The right of the Association to remedy or remove any noncompliance shall be in addition to all other rights and remedies which the Association may have at law, in equity, or under this Declaration. The Applicant and Owner of the Site shall have no claim for damages or otherwise on account of the entry upon the property and removal of the non-complying Improvement to Property.

4.17 No Implied Waiver or Estoppel. No action or failure to act by the Design Review Committee, including the granting of a variance, shall constitute a waiver or estoppel with respect to future action by the Design Review Committee with respect to any Improvement to Property. Specifically, the approval of the Design Review Committee of any Improvement to Property or granting of a variance shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar improvement to Property on the same Site or any other Sites or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvement to Property on the same Site or any other Site.

4.18 Committee Power to Grant Variances. Subject to the limitations set forth in Section 4.7 above, the Design Review Committee may authorize variances from compliance with any of the provisions of this Declaration, when circumstances such as hardship, aesthetics, or environmental considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Design Review Committee. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental authority having jurisdiction.

4.19 Meetings of Committee: Delegation of Authority. The Design Review Committee shall meet from time to time as necessary to perform its duties hereunder. The Design Review Committee may from time to time, by resolution in adopted by a majority of the members, designate a Committee Representative (who may, but need not be one of its members) to take any action or perform any duties for or on behalf of the Design Review Committee, except the granting of approval to any Improvement to Property and granting of variances. The action of such Committee Representative within the authority of such Committee Representative or the written consent or the vote of a majority of the members of the Design Review Committee shall constitute action of the Design Review Committee. The Design Review Committee also may, from time to time, by resolution adopted by a majority of the members, delegate some or all of the Design Review Committee's rights and responsibilities under this Declaration to a subcommittee which shall have the power and the obligation to exercise such delegated rights and responsibilities with respect to the part of the Community Area that is described in such resolution. Such resolution shall identify the members of such subcommittee, the mailing address for applications that are to be submitted to such subcommittee, state whether such subcommittee has been authorized to adopt additional or different Design Guidelines applicable to the portion of the Community Area within the subcommittee's jurisdiction, any other limitations on such subcommittee's authority, and the portion of the Community Area within which the subcommittee shall have the rights and responsibilities of the Design Review Committee. A copy of such resolution shall be mailed to all Owners of property the portion of the Community Area affected by such delegation. Any delegation may be modified or withdrawn by a subsequent written resolution adopted by a majority of the members of the Design Review Committee, but any such modification or withdrawal shall not affect any prior actions of the Committee Representative or subcommittee or the review and action on any applications then pending before the Committee Representative or subcommittee.

4.20 Records of Actions. The Design Review Committee shall keep a permanent record of all final actions taken by the Committee for a period of three (3) years after each final action.

4.21 Estoppel Certificates. The Board of Directors shall, upon the reasonable request of any interested Person and after confirming any necessary facts with the Design Review Committee, furnish a certificate with respect to the approval or disapproval of any Improvement to Property or with respect to whether any Improvement to Property was made in compliance herewith. Any Person, without actual notice to the contrary, shall be entitled to rely on said certificate with respect to all matters set forth therein.

4.22 Non-Liability for Committee Action. There shall be no liability imposed on the Design Review Committee, any member of the Design Review Committee or any subcommittee appointed by the Design Review Committee, any Committee or subcommittee Representative, the Association, any member of the Board of Directors, or Declarant (or their respective owners, officers, directors, managers and employees) for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Design Review Committee unless due to the willful misconduct of the party to be held liable. In reviewing any matter, the Design Review Committee shall not be responsible for reviewing, nor shall its approval of an Improvement to Property be deemed approval of the Improvement to Property from the standpoint of safety, whether structural or otherwise, or conformance with building codes, plat restrictions, or other governmental laws or regulations. Members of the Design Review Committee shall be indemnified by the Association to the same extent as the Board of Directors of the Association, as set forth in the Articles of Incorporation or By-Laws of the Association.

4.23 Construction Period Exception. During the course of actual construction of any permitted structure or Improvement to Property, and provided construction is proceeding with due diligence, the provisions contained in this Declaration as to the property upon which the construction is taking place shall be deemed to have been suspended temporarily to the extent necessary to permit such construction, provided that, during the course of any such construction, nothing is done which will result in a violation of any of the provisions of this Declaration upon completion of construction and nothing is done which will constitute a nuisance or unreasonable interference with the use and enjoyment of other property.

ARTICLE 5 **ASSOCIATION PROPERTIES**

5.1 Member's Rights of Use and Enjoyment Generally. Unless otherwise provided in this Declaration, all Members may use and are hereby granted an easement of enjoyment in the Association Properties. Each Member, upon closing on the purchase of a Site, shall have and is hereby granted a non-exclusive perpetual access easement over, through, and across the private access drive as shown on the Plat. Such easement and right of use and enjoyment shall be

appurtenant to each of the Sites. Association Properties are dedicated for use by all Members, their family members, guests, and lessees, and not for use by the public. The trail easements shown on the Plat are dedicated for non-exclusive use by the Members and members of the public.

5.2 Right of Association to Regulate Use. The Association, acting through the Board, shall have the power to regulate use of Association Properties by Members and the public to further enhance the overall rights of use and enjoyment of all Members, but shall not have the power to exclude members of the public from using the trail easements shown on the Plat.

5.3 No Partition of Association Properties. No Owner shall have the right to partition or seek partition of the Association Properties or any part thereof, unless approved by the Association and the City.

5.4 Liability of Owners for Damage by Member. Each Member shall be liable to the Association for any damage to Association Properties or for any expense or liability' incurred by the Association, to the extent not covered by insurance obtained by the Association, which may be sustained by reason of the negligence or willful misconduct of such Member or any Person using the Association Properties through such Member and for any violation by such Member or any such Person of this Declaration or any Rule and Regulation adopted by the Association. The Association shall have the power, as elsewhere provided in this Declaration, to levy and collect a Reimbursement Assessment against a Member, to cover the costs and expenses incurred by the Association on account of any such damage or any such violation of this Declaration or of such Rules and Regulations (including any deductible payable by the Association under insurance obtained by the Association) or for any increase in insurance premiums directly attributable to any such damage or any such violation.

5.5 Association Duties if Damage, Destruction, or Required Improvements. In the event of damage to Association Properties by fire or other casualty or in the event any governmental authority shall require any repair, reconstruction, or replacement of any Association Properties, the Association shall have the duty to repair, reconstruct, or replace the same. Any insurance proceeds payable by reason of damage or destruction of Association Properties by fire or other casualty shall be paid to the Association and shall be used, to the extent necessary, to pay the costs of repair, reconstruction, or replacement. If funds from insurance proceeds or from reserves for replacement are insufficient to pay all costs of repair, reconstruction, or replacement of Improvements damaged or destroyed, or if the Association is required to make repairs, replacements, or Improvements by governmental authorities, the Association may, in order to make up any deficiency in the insurance proceeds or to pay for the required repair, replacement, or improvement, levy a Special Assessment in accordance with Section 9.9, or if a Member or group of Members is liable for such damage, levy a Reimbursement Assessment against the Member or group of Members responsible therefor, to provide the additional funds necessary. Repair, reconstruction, or replacement of Association Properties shall be done under such

contracting and bidding procedures as the Association shall determine are appropriate. If insurance proceeds available to the Association on account of damage or destruction exceed the cost of repair, reconstruction, and replacement, the Association may use the same for future maintenance, repair, Improvement, and operation of other Association Properties.

5.6 Association Powers in the Event of Condemnation. If any Association Properties or interests therein are taken under exercise of the power of eminent domain or by purchase in lieu thereof, the award in condemnation or the price payable shall be paid to the Association, except to the extent payable to any other Person with an interest in such property, including any Mortgagee of such property. The Association shall have the exclusive right to participate in such condemnation proceedings and to represent the interests of all Owners or other Persons therein. Any award or funds received by the Association shall be held by the Association in the Maintenance Fund as determined by the Board, as a reserve for future maintenance, repair, reconstruction, or replacement of Association Properties or may be used for Improvements or additions to or operation of Association Properties. No Owner shall be entitled to participate as a party or otherwise in any condemnation proceedings.

5.7 Title to Association Properties on Dissolution of Association. In the event of dissolution of the Association, the Association Properties shall, to the extent permitted by law and reasonably possible, be conveyed or transferred to an appropriate public, governmental, or quasigovernmental agencies or organizations or to a nonprofit corporation, association, mast, or other organization, to be used, in any such event, for the common benefit of Owners for similar purposes for which the particular Association Property was held by the Association. To the extent the foregoing is not possible, the Association Properties shall be sold or disposed of and the proceeds from the sale or disposition shall be allocated equally to the Sites and distributed to Members.

5.8 Pedestrian Easement. There is hereby granted to the Owners and their Related Users a non-exclusive easement for pedestrian use of any sidewalk that may be located on private streets and on Lots within the Community Area.

5.9 Easement for Encroachment and Maintenance of Association Properties. There is hereby created a blanket easement across all Sites for the benefit of the Association for the purpose of entering upon the portion of any Site not within an enclosed structure to maintain, repair, replace, or remove any Association Properties, including fences installed by Declarant upon or adjacent to any landscaped tracts along public roadways which shall be maintained by the Association, maintenance of the Drainage System, and maintenance of landscaping within the Community Area. In the event any fence or other Association Properties encroach upon any Site, a valid easement is hereby created and does exist for the encroachment and for the maintenance, repair, replacement, or removal of such encroachment as long as it exists. Such encroachments or

easements shall not be considered or determined to be encumbrances on any Site for the purposes of marketability of title.

5.10 Easements Deemed Created. All conveyances of Sites or Association Properties hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the easements and rights contained in this Declaration, even though no specific reference to such easements or to this Declaration appears in the instrument for such conveyance.

5.11 Recreational Facilities. No recreational facilities will be constructed by the Declarant within the Community Area.

ARTICLE 6 **DECLARANT'S RIGHTS AND RESERVATIONS**

6.1 Period of Declarant's Rights and Reservations. Declarant shall have, retain, and reserve certain rights as hereinafter set forth with respect to the Sites, which rights include "development rights" and "special declarant rights" under the Act which may be exercised by Declarant with respect to all parts of the Community Area, the Association and the Association Properties from the date hereof, until the earliest to occur of the following events: (a) the time that all Sites that may be included in the Community Area have been conveyed by Declarant to Persons other than a successor Declarant and certificates of occupancy have been issued for the residences constructed thereon; (b) the date which is seven (7) years from the Recordation hereof; or (c) when, in its discretion, Declarant voluntarily relinquishes such rights. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of property by Declarant to the Association whether or not specifically stated therein and in each deed or other instrument by which any property within the Community Area is conveyed by Declarant. The rights, reservations, and easements hereinafter set forth may be exercised by Declarant with respect to all parts of the Community Area and shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded, or affected by any amendment of this Declaration. Declarant's consent to any one such amendment shall not be construed as consent to any other subsequent amendment. Declarant may assign and convey any of the rights, reservations, and easements hereinafter set forth to a successor Declarant.

6.2 Right to Construct Additional Improvements on Association Properties. Declarant shall have and hereby reserves the right, but shall not be obligated to, convey Association Properties to the Association, construct additional Improvements on Association Properties at any time and from time to time in accordance with this Declaration for the improvement and enhancement thereof and for the benefit of the Association and Owners. Declarant shall convey or transfer Association Properties to the Association and Declarant shall convey or transfer to the Association the Improvements described in the preceding sentence if Declarant has elected to construct such Improvements or if Declarant is obligated by the County

to convey any Common Area or Improvements to the Association and the Association shall be obligated to accept title to, care for, and maintain the same as Association Properties as elsewhere provided in this Declaration.

6.3 Declarant's Rights to Use Association Properties and Sites in Promotion and Marketing of Community Area. Declarant shall have and hereby reserves the right to reasonable use of the Association Properties and Sites within the Community Area and of services offered by the Association in connection with the promotion and marketing of the Community Area. Without limiting the generality of the foregoing, Declarant may erect and maintain on any part of the Association Properties and Sites within the Community Area such signs, temporary buildings and other structures, parking lots, lighting, flag poles, flags, banners, balloons, landscaping plan deviations or other materials and techniques used to bring attention to the sales facilities, residences or other amenities and for the convenience of the same, as Declarant may reasonably deem necessary or proper in connection with the promotion, development, and marketing, and sales of real property within the Community Area. Further, Declarant may use vehicles and equipment on Association Properties and Sites within the Community Area for promotional purposes; may permit prospective purchasers of property within the boundaries of the Community Area who are not Owners or Members of the Association to use Association Properties at reasonable times and in reasonable numbers; and may refer to the Association Properties and to the Association and services offered by the Association and use the Community name(s), including, but not limited to "SIENA COURT GARDEN HOMES," in connection with the development, promotion, and marketing of property within the boundaries of the Community Area.

6.4 Right to Complete Development of Community Area. Declarant reserves the right to develop up to twenty-five (25) residential on Sites within the Community Area, and such other facilities as may be permitted by the applicable zoning ordinances. No provision of this Declaration shall be construed to prevent or limit the rights of Declarant to complete development of property within the boundaries of the Community Area or elect not to complete development of any part of the Community Area; to construct or alter Improvements on any property owned by Declarant within the Community Area provided that all such construction conforms to the requirements of this Declaration; to maintain model homes, offices for construction, sales offices, or similar facilities, including appropriate parking areas for such purposes, on any Sites or Association Properties within the Community Area; or to post signs or do any other act or thing incidental to development, construction office, promotion, marketing, or sales of property within the boundaries of the Community Area. Nothing contained in this Declaration shall limit the right of Declarant or require Declarant to obtain approvals from the Association, the Design Review Committee, or any other Owners: (a) to excavate, cut, fill, or grade any property within the Community Area in a manner that is materially consistent with the drainage plans previously approved by the City and in a manner that is in compliance with all requirements of the City or to construct, alter, demolish, or replace any Improvements on any property owned by Declarant,

(b) to use any structure on any property owned by Declarant as a construction office, model home, or real estate sales office in connection with the development and sale of any property within the boundaries of the Community Area, unless and until any such use is prohibited under applicable requirements of the City; (c) to store construction materials, supplies, equipment, tools, waste or other items on property within the Community Area; or (d) to require Declarant to seek or obtain the approval of the Design Review Committee or of the Association for any such activity or Improvement to Property on any property within the Community Area. Nothing in this Section shall limit or impair the rights reserved by Declarant as elsewhere provided in this Declaration.

6.5 Declarant's Approval of Conveyances or Changes in Use of Association Properties. Until Declarant has lost the right to appoint the members of the Design Review Committee, the Association shall not, without first obtaining the prior written consent of Declarant, which consent shall not be unreasonably withheld, convey, change, or alter the use of Association Properties, Mortgage the Association Properties, or use Association Properties other than solely for the benefit of Members or as specifically allowed hereunder.

6.6 Declarant's Rights to Grant and Create Easements. Declarant shall have and hereby reserves the right to grant or create temporary or permanent easements for access, utilities, drainage, water, and other purposes incident to development and sake of the Community Area located in, on, under, over, and across (a) Sites within the Community Area, and (b) Association Properties.

6.7 Declarant's Rights to Convey Property to Association. Declarant shall have and hereby reserves the right, but shall not be obligated to, convey real property and Improvements thereon to the Association at any time and from time to time in accordance with this Declaration. Any property conveyed to the Association by the Declarant shall not be subject to any encumbrances requiring the payment of money (other than liens for taxes not yet due and payable).

6.8 Successor Declarant. Declarant may designate as a "Successor Declarant" any person which acquires some or all of the Declarant's then remaining interest in the Community Area by an instrument which may be Recorded. Upon execution and delivery of such instrument by Declarant, the person designated as Successor Declarant therein shall accede to all of the rights and obligations of Declarant under Declaration with respect to the property acquired by such Successor Declarant and all references to Declarant contained herein shall be deemed to refer to such Successor Declarant.

6.9 Declarant's Rights to Annex Additional Property to Community Area. Declarant shall have and Declarant hereby reserves the right to, but shall not be obligated to, develop the Property in phases and, as part of such phased development, to annex part or all of the property now or hereafter owned by Declarant as described on Exhibit C to the Community Area in phases as may be determined by Declarant, so long as Declarant owns any part of the

Community Area or the property described on Exhibit C. Homes built on Sites in any property annexed to the Community Area shall be substantially the same style, quality, size and cost as homes previously constructed in the Community Area.

Property shall be annexed to the Community Area by Declarant executing and recording either a Notice of Annexation or a deed conveying a Site to an Owner other than a successor Declarant. Such Notice or deed shall describe the real property to be annexed and shall refer to this Declaration, including the date and reception number for the Recordation of this Declaration. Any property annexed to the Community Area shall be subject to the terms and conditions of this Declaration. No approval of any other Owners or Mortgagees, other than the Owner of the property to be annexed, shall be required.

Each Person who purchases any portion of the property described in Exhibit C (referred to herein as a "Parcel") subsequent to the recordation hereof, other than a successor Declarant, shall be deemed to have agreed that such Parcel shall be subject to the annexation provisions of this Section 6.9 and that the Declarant shall have the right to annex such Parcel to this Declaration pursuant to the provisions of this Section 6.9 without the necessity of obtaining the consent of the Person who has purchased such Parcel, even if such annexation occurs subsequent to conveyance of the Parcel by Declarant.

ARTICLE 7

ASSOCIATION OPERATION

7.1 Association. The Association has been or will be formed as a Texas corporation under the Texas Nonprofit Corporation Statute. The Association has been or shall be organized prior to the date the first Site located in the Community Area is conveyed to an Owner (other than a Successor Declarant). The Association shall have the duties, powers, and rights set forth in this Declaration, and in its Articles of Incorporation and By-Laws. As more specifically set forth hereinafter, the Association shall have a Board of Directors to manage its affairs. Except as may be provided herein, the Articles of Incorporation or the By-Laws, the Board of Directors shall be elected by owners acting in their capacity as Members of the Association.

7.2 Association Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The number, term, and qualifications of the Board of Directors shall be fixed in the Articles of Incorporation and By-Laws. The Board of Directors may, by resolution, delegate portions of its authority to officers of the Association, but such delegation of authority shall not relieve the Board of Directors of the ultimate responsibility for management of the affairs of the Association. Action by or on behalf of the Association may be taken by the Board of Directors or any duly authorized executive committee, officer, agent, or employee without a vote of Members, except as otherwise specifically provided in this Declaration. The initial Board of Directors shall be comprised of two (2) Members.

7.3 Membership in Association. Each Owner of a Site within the Community Area shall be a Member of the Association. There shall be one Membership in the Association for each Site within the Community Area. The Person or Persons who constitute the Owner of a Site shall automatically be the holder of the Membership appurtenant to that Site, and the Membership appurtenant thereto shall automatically pass with fee simple title to the Site. Declarant shall hold a Membership in the Association for each Site owned by Declarant. Membership in the Association shall not be assignable separate and apart from fee simple title to a Site except that an Owner may assign some or all of his rights as an Owner and as a Member of the Association to a tenant or Mortgagee and may arrange for a tenant to perform some or all of such Owner's obligations as provided in this Declaration, but no Owner shall be permitted to relieve himself of the responsibility for fulfillment of the obligations of an Owner under this Declaration.

7.4 Voting Rights of Members. There shall be one class of Members comprised of all of the Owners of Sites. Only one vote may be cast for each Site. Except as specifically provided otherwise in this Declaration, the Articles or the By-Laws, all matters voted on by the Members shall be voted on by all of the Members. Each Member, including Declarant, shall have the right to cast one vote for each Site owned by such Member. The By-Laws shall provide for the manner, time, place, conduct, and voting procedures for Member meetings.

7.5 Appointment and Election of Directors. From the date of formation of the Association until the termination of the Period of Declarant's Control as provided below, Declarant shall have the right to appoint and remove all members of the Board of Directors and all officers of the Association. The Period of Declarant's Control of the Association shall terminate upon the first to occur of (a) one (1) year after conveyance of ninety percent (90%) of the total number of Sites that may be included within the Community Area to Owners other than a Successor Declarant, (b) one year after the last conveyance of a Site by the Declarant in the ordinary course of business, (c) one year after the last annexation of a Site to the Community Area, or (d) at such time as the Declarant voluntarily relinquishes such right (the "Period of Declarant's Control"). Declarant may voluntarily surrender the right to appoint and remove owners and members of the Board of Directors before termination of the Period of Declarant's Control, but, in that event, Declarant may require, for the duration of the Period of Declarant's Control described above, that specified actions of the Association or Board of Directors, as described in a Recorded instrument executed by Declarant, be approved by Declarant before they become effective.

Not later than one (1) year after the conveyance of ninety percent (90%) of the total number of Sites that may be included within the Community Area to Owners other than a successor Declarant, at least one member and not less than twenty-five percent (25%) of the members of the Board of Directors will be elected by Owners other than a Declarant. Not later than the termination of the Period of Declarant's Control as provided above, the Owners (including Declarant if the Declarant is still an Owner) shall elect a new Board of Directors of

three (3) members, two (2) of whom shall be elected by the Members for a term of two years and one (1) of whom shall be elected by the Members for a term of one year. Hereafter, Board members shall be elected for a term of two years upon expiration of the term of any member of the Board of Directors. At least a majority of such Board members must be Owners other than Declarant, and the Board of Directors shall elect the officers, with such Board members and officers to take office upon termination of the Period of Declarant's Control. Members of the Board of Directors and officers elected by the Declarant need not be Owners or employees of Declarant.

7.6 Directors and Officers Appointed by the Declarant. Notwithstanding anything contained herein to the contrary, but subject to the provisions of Section 7.5, the Declarant shall have the right to appoint all of the Directors and owners of the Association during the Period of Declarant's Control. All Directors and officers appointed by the Declarant shall serve at the pleasure of the Declarant, and the Declarant shall have the absolute right, at any time, and in its sole discretion, to remove any Director or officer appointed by it, and to replace such Director or officer with another person to serve on the Board or as an officer. Replacement of any Director or officer appointed by the Declarant shall be made by written instrument delivered to any officer or any other Director, which instrument shall specify the name of the person designated as successor Director or officer. The removal of any Director or officer and the designation of his successor by the Declarant shall become effective immediately upon delivery of such written instrument by the Declarant.

ARTICLE 8

DUTIES AND POWERS OF ASSOCIATION

8.1 General Duties and Powers of Association. The Association has been formed to further the common interests of the Members. The Association, acting through the Board or Persons to whom the Board has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests and the property values of the Members, to maintain, improve, and enhance the common interests of the Members, to maintain, improve, and enhance Association Properties, and to improve and enhance the attractiveness, aesthetics, and desirability of the entire Community Area. The Association shall maintain all Common Areas; the Drainage System; the area within the trail easements shown on the Plat; the landscaping on Sites lying outside of privacy fences installed by Declarant; sidewalks along private and public streets on Sites; and all other portions of the Community Area required to be maintained by the Association under any Plat, site plan, or other development approval by the County, including, but not limited to, private roadways and alleys, sewers, drainage facilities, project signage and entry facilities.

8.2 Duty to Acquire and Accept Property and Facilities Transferred by Declarant. The Association shall accept title to any property, including any Improvements thereon and personal property transferred to the Association by Declarant, and equipment related thereto,

together with the responsibility to perform any and all Administrative Functions associated therewith. Property interests transferred to the Association by Declarant may include fee simple title, easements, leasehold interests, and licenses to use. Any real property or interest in real property transferred to the Association by Declarant shall be within the boundaries of the Community Area. Any property or interest in property transferred to the Association by Declarant shall be subject to the terms of this Declaration, and easements, covenants, conditions, restrictions, and equitable servitudes or other encumbrances, except mortgages and liens (other than liens for taxes not yet due and payable) requiring the payment of money. Except as otherwise specifically approved by resolution of the Board of Directors, no property or interest in property transferred to the Association by Declarant shall impose upon the Association any obligation to make monetary payments to Declarant or any affiliate of Declarant, including, but not limited to, any purchase price, rent, charge, or fee.

8.3 Duty to Manage and Care for Association Properties. The Association shall have the duty to manage, operate, care for, maintain, repair, and replace all Association Properties and perform the Association's share of the maintenance, repair, and replacement of landscaping and Improvements within the Community Area that are the responsibility of the Association to maintain as set forth elsewhere in this Declaration, and to keep the same in an attractive and desirable condition for the use and enjoyment of the Members, including, but not limited to, all streets owned by the Association.

8.4 Duty to Manage and Care for Certain Areas of Sites. The Association shall have the duty to maintain, repair, and replace all landscaping installed by Declarant on Common Areas, fences on Sites or Common Areas installed by Declarant or the Association, and may maintain, repair, and replace such other Improvements on the Sites as the Board of Directors may approve in writing.

8.5 Power to Pay Taxes. The Association shall have the power to pay all taxes and assessments levied upon the Association Properties and all taxes and assessments payable by the Association. The Association shall have the right to contest any such taxes or assessments provided that the Association shall contest the same by appropriate legal proceedings or protest provisions before the County & City Assessor and other public entities.

8.6 Duty to Maintain Casualty Insurance. The Association shall obtain and keep in full force and effect, property insurance on all insurable Improvements and personal property owned by the Association or that may be owned by the Association in the future, for broad form covered causes of loss, including, casualty, fire, and extended coverage insurance with respect to all insurable Improvements and personal property owned by the Association including, if available at reasonable cost, coverage for vandalism and malicious mischief and, if available and if deemed appropriate, coverage for flood, earthquake, and war risk. Such insurance shall, to the extent reasonably obtainable, be for the full insurable replacement cost of the insured property,

less reasonable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, excavation, foundations and other items normally excluded from property policies. If any part of the Community Area is located in a special flood hazard area, the Association shall carry a master policy of flood insurance on the Common Area.

8.7 Duty to Maintain Liability Insurance. The Association shall obtain and keep in full force and effect general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Association Properties and covering public liability for bodily injury and property damage and, if the Association owns or operates motor vehicles, public liability for bodily injury and property' damage arising as a result of the ownership and operation of motor vehicles. Such liability insurance for other than motor vehicle liability shall, to the extent reasonably obtainable: (a) have limits of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) in the aggregate per occurrence; (b) insure the Board, the Association, the Design Review Committee, the Manager, the Declarant, and their respective employees, agents, owners, officers, directors, and all Persons acting as agents of the foregoing; (c) include the Declarant as an additional insured in such Declarant's capacity as a Member or Board member; (d) include the Members as an additional insured, but only for claims and liabilities arising in connection with the ownership, existence, use or management of Association Properties; and (e) cover claims of one or more insured parties against other insured properties.

8.8 General Provisions Respecting Insurance. The Board of Directors may obtain insurance that does not include each and every one of the insurance requirements set forth in this Declaration if the Board of Directors determines that a provision cannot be obtained from an insurance company at a reasonable cost to the Association. However, the Association must carry casualty insurance and liability' insurance. Insurance obtained by the Association may contain such deductible provisions as the Board of Directors may determine. If any insurance described above is obtained and thereafter is not reasonably available, or if any policy of such insurance is canceled or renewed without a replacement policy therefor having been obtained for it, the Association shall promptly cause notice of that fact to be delivered to all Members. The Association may carry any other type of insurance it considers appropriate in amounts it deems appropriate, to insure the interests of the Association. Insurance policies carried pursuant to Sections 8.6 and 8.7 shall provide that: (a) each Member is an insured Person under the policy with respect to liability arising out of such Member's interest in the Association Properties or membership in the Association; (b) the insurer shall waive its right of subrogation under the policy against any Member or such Member's household; (c) no act or omission by any Member, unless acting within the scope of such Member's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; (d) if at the time of a loss under the policy, there is other insurance in the name of a Member covering the same risk covered by the policy, the Association's policy shall be the primary insurance; and (e) shall meet all applicable

requirements of FNMA and other governmental and quasi-governmental entities to the extent applicable to the Community Area.

The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles claims for damages to real property, it shall have the authority to assess negligent Owners causing such loss or benefiting from such repair or restoration for all deductibles paid by the Association. At Declarant's request, insurance obtained by the Association shall, to the extent reasonably possible and provided Declarant reimburses the Association for any additional premium payable on account thereof, name Declarant as an additional insured and shall contain a waiver of rights of subrogation as against Declarant. Insurance policies and insurance coverage may be reviewed annually by the Board of Directors to ascertain whether coverage under the policies is sufficient in light of the current values of the Association Properties and in light of the possible or potential liabilities of the Association. The aforementioned insurance may be provided under blanket policies covering the Association Properties. In no event shall insurance coverage obtained or maintained by the Association be bought into contribution with insurance purchased by Owners, occupants or their Mortgagees.

8.9 Fidelity Bonds. The Association may obtain and keep in force a fidelity bond or bonds for any Person handling funds of the Association. Each such bond shall name the Association as obligee and shall be in such amount as the Board of Directors determines. The Board of Directors may request any Person employed as an independent contractor by the Association for the purpose of managing the Association Properties to obtain and maintain fidelity insurance in an amount determined by the Board.

8.10 Other Insurance and Bonds. The Association shall obtain such other insurance as may be required by law, including workmen's compensation insurance, and shall have the power to obtain such other insurance and such fidelity, indemnity, or other bonds as the Association shall deem necessary or desirable.

8.11 Prepare Budgets. The Association shall prepare Budgets for the Association as elsewhere provided in this Declaration.

8.12 Power to Levy and Collect Assessments. The Association may levy and collect Assessments as elsewhere provided in this Declaration.

8.13 Duty to Keep Association Records. The Association shall keep financial records sufficiently detailed to provide a statement setting forth the amount of any unpaid Assessments currently levied against an Owner. Such records shall be made reasonably available for examination by any Member and such Member's authorized agents.

8.14 Duties With Respect to Design Review Committee Approvals. The Association shall perform functions to assist the Design Review Committee as elsewhere provided in this Declaration.

8.15 Power to Acquire Property and Construct Improvements. The Association may acquire property or interests in property for the common benefit of Owners including Improvements and personal property. The Association may construct Improvements on property and may demolish existing Improvements.

8.16 Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal, and enforce Rules and Regulations as may be deemed reasonably necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of Association Properties, and the use of any other property within the Community Area, including Sites. Any such Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. Notice of the adoption, amendment, or repeal of any Rule or Regulation shall be given in writing to each Member at the address for notices to Members as elsewhere provided in this Declaration or the By-Laws, and copies of the currently effective Rules and Regulations shall be made available to each Member upon request and payment of the reasonable expense of copying the same. Each Member shall comply with such Rules and Regulations and shall see that Persons claiming through such Member comply with such Rules and Regulations. Such Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

8.17 Power to Enforce Declaration and Rules and Regulations. The Association shall have the power to enforce the provisions of this Declaration and the Rules and Regulations and shall take such action as the Board deems necessary or desirable to cause such compliance by each member and each Person claiming by, through, or under such Member ("Related User"). Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and the Rules and Regulations by any one or more of the following means: (a) by entry upon any property within the Community Area, without liability to the Owner thereof or the Association, for the purpose of enforcement or causing compliance with this Declaration or the Rules and Regulations; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration or the Rules and Regulations; (d) by suspension of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or a Related User of such Member of this Declaration or the Rules and Regulations, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (e) by

levying and collecting a Reimbursement Assessment against any Member for breach of this Declaration or the Rules and Regulations by such Member or Related User of such Member; and (D) uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any Member or Related User for breach of this Declaration or the Rules and Regulations by such Member or Related User of such Member. Any Rules and Regulations which adopt a system of fines shall include a procedure to require notice and provide an opportunity for an Owner to be heard prior to imposing a fine.

8.18 Power to Grant Easements. The Association shall have the power to grant access, utility, drainage, water facility, and other easements in, on, over, or under Association Properties and the portion of Sites outside the footprint of the Residence constructed thereon.

8.19 Power to Convey and Dedicate Property to Government Agencies. The Association, with the approval of Members representing at least sixty-seven percent (67%) of the voting power of the Association (exclusive of the voting power of the Declarant), shall have the power to grant, convey, dedicate, or transfer any Association Properties or facilities to any public, governmental or quasi-governmental agency or authority for such purposes and subject to such terms and conditions as the Association shall deem appropriate.

8.20 Power to Borrow Money and Mortgage Property. The Association shall have the power to borrow money and, with the approval of Members representing at least sixty-seven percent (67%) of the voting power of the Association (exclusive of the voting power of Declarant), to encumber Association Properties as security for such borrowing. An agreement to convey, or subject the Association Properties to a security interest in accordance with this Declaration shall be evidenced by the execution of an agreement, or ratification thereof, in the same manner as a deed by the requisite number of Owners. The agreement shall specify a date after which the agreement will be void unless Recorded before that date and shall be effective upon Recordation.

8.21 Power to Engage Employees, Agents, and Consultants. The Association shall have the power to hire and discharge employees and agents and to retain and pay for legal, management, and accounting services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under this Declaration. The Board of the Directors of the Association shall use its best efforts to obtain competitive proposals for the aforementioned consultant services.

8.22 Trash Collection. The Association shall have the power to regulate the days and hours during which trash, solid waste and recycling materials, if offered, may be collected or put out for collection in any part of the Community Area, it is provided by a public agency. The Association also shall provide or contract for the provision of services for the collection of trash, solid waste and, if reasonably available, recycling materials, within the Community Area, if such service is not provided by a public agency. The cost of such trash collection shall be included in

Common Assessments. The area(s) to be served and the frequency and type of such service shall be determined by the Board of Directors.

8.23 General Corporate Powers. The Association shall have all of the powers and rights of an association under the Texas Property Code and all of the ordinary powers and rights of a Texas corporation formed under the Texas Business Organization Code (TBOC), including, without limitation, entering into partnership and other agreements, subject only to such limitations upon such powers as may be set forth in this Declaration or in the Articles of Incorporation or By-Laws. The Association shall also have the power to do any and all lawful things which may be authorized, required, or permitted to be done under this Declaration or the Articles of Incorporation or By-Laws and to do and perform any and all acts which may be necessary or desirable for, or incidental to, the exercise of any of the express powers or rights of the Association under this Declaration and the Articles of Incorporation or By-Laws.

8.24 Powers Provided by Law. In addition to the above-referenced powers, the Association shall have full power to take and perform any and all actions which may be lawfully taken by the Association under the Texas Business Organization Code (TBOC).

ARTICLE 9 **ASSESSMENTS**

9.1 Obligation and Lien for Assessments. Each Owner, by acceptance of a Deed to a Site that has been annexed to this Declaration, agrees to pay to the Association, Assessments, together with interest, late charges, cost of collection, and attorneys' fees as provided herein. Such Assessments, interest, late charges, cost of collection, and attorneys' fees shall also be a continuing lien upon the Site against which each Assessment is made in the event of delinquency in payment. Such Assessments, interest, late charges, cost of collection, and attorneys' fees shall also be the personal obligation of the person who was the Owner, or the persons, jointly and severally, who were the Owners at the time the Assessment was made. Assessments may consist of Common Assessments, Special Assessments, and Reimbursements Assessments.

9.2 Allocation of Assessments/Working Capital. All Assessments (other than Reimbursements Assessments) will be allocated equally among the Sites that have been annexed to this Declaration, except as provided in the following sentences. Notwithstanding any other provisions of this Declaration to the contrary, all Assessments (other than Reimbursement Assessments) imposed on Sites that are unimproved or which do not have a certificate of occupancy issued for improvements constructed thereon (which Sites are referred to herein as ("Unfinished Sites")) shall be set at a lower rate than the rate of Assessments imposed on other Sites that have a completed residence and certificate of occupancy and which are required to pay a full Assessment. Such lower assessment shall be based on a determination by the Board of Directors of the Association of the benefits that are actually received by such Unfinished Sites and the services provided to the Owners of other Sites that are not actually received by such

Unfinished Sites, including replacement reserves that do not benefit Unfinished Sites, as provided or amended. Upon issuance of a certificate of occupancy for improvements constructed on an Unfinished Site, such Site shall be assessed at the full assessment rate commencing the first day of the month immediately following the month in which the Site is occupied by the Owner or a Related User of the Owner after issuance of the certificate of occupancy. Such reduced assessment rate for Unfinished Sites is based on the fact that Unfinished Sites do not receive the same benefits from assessments as Sites for which certificates of occupancy have been issued.

Upon conveyance of a Site to an Owner, other than a Successor Declarant, by the Declarant, the Purchaser of the Site shall pay to the Association a sum equal to three (3) times the Common Assessment then in effect as working capital for the Association. Upon the subsequent sale of such Site, the Purchaser may be required to pay a working capital contribution to the Association in an amount determined by the Board of Directors of the Association. Under no circumstance may an Owner obtain repayment of such contribution from the Association.

9.3 Common Assessments and Initial Assessment. For each calendar year, the Association may levy annual Common Assessments against Owners of the Sites which is to be collected monthly. Each Owner shall be obligated to pay the Common Assessments levied against and allocated to such Owner and the Site of such Owner. For the purposes of the calendar year 2023, the amount of and commencement date for payment of the initial Common Assessment shall be determined by the Board of Directors (the "Initial Assessment"), subject to the requirements of Sections 9.5 and 9.8 below. The applicable portion or portions of the Initial Assessment; shall be payable by the Owner of any Site at such time as the Owner of such Site takes title to the Site. The Initial Assessment paid by the Owner of a Site shall be prorated to reflect the time that the Owner took title to the Site. Until such time as the Initial Assessment commences, the Declarant shall pay the expenses of the Association.

9.4 Supplemental Common Assessments. If the estimated sums required for Common Assessments prove inadequate for any reason, including non-payment of any Owner's Common Assessment, the Board may, from time to time, levy a Supplemental Common Assessment. Such Supplemental Common Assessments shall be allocated among the Sites in the same manner Common Assessments are allocated. Written notice of any change in the amount of any annual Common Assessment shall be sent to every Owner subject thereto, not less than thirty (30) days prior to the effective date of such change, and shall be submitted to the Members as part of a supplemental budget proposal pursuant to Section 9.5 below.

9.5 Annual Budgets. The Board of Directors shall cause to be prepared a Budget for each calendar year prior to imposing any Assessments and prior to the commencement of each calendar year. The Budget shall include an amount for normal operations and maintenance, for contingencies, and amounts deemed necessary or desirable for deposits to create, replenish, or add to the reserve fund for major capital repairs, replacements, and improvements to the

Association Properties in such amounts as the Board of the Association deems appropriate. If there is any surplus remaining at the end of a budget year, the Association shall be entitled to retain such surplus to use for purposes permitted under this Declaration. Copies of the Budget shall be made available by the Association to any Members requesting a copy of the same upon payment of the reasonable expenses of copying the same.

Within ninety (90) days after adoption of any proposed budget, the Board of Directors shall mail, by ordinary first-class mail, or otherwise deliver the full budget or a summary of the budget to all Owners and shall set a date for a meeting of Owners to consider ratification of the budget, which date shall be within a reasonable time after mailing or other delivery of the budget or summary thereof. Unless at that meeting at least seventy-five percent (75%) of all Owners vetoed the budget, the budget is deemed to be approved by the Owners, whether or not a quorum is present. In the event the proposed budget is vetoed, the periodic budget last not vetoed by the Owners shall be continued and assessments shall be based thereon until such time as the Owners fail to veto a subsequent budget proposed by the Board of Directors.

9.6 Commencement of Common Assessments. Common Assessments shall commence as to each Site within the Community Area on the first day of the first month following the date of Recordation of the first Deed conveying a Site within the Community Area to an Owner other than Declarant or a Successor Declarant. The Common Assessments for the then current calendar year shall be prorated within the Community Area on the basis of the number of months in such calendar year remaining from the date of commencement of such Common Assessments to the end of such calendar year. Prior to the commencement of assessments, the Declarant shall be responsible for all costs of the Association.

9.7 Payment of Common Assessment. Annual Common Assessments shall be due and payable in advance to the Association by the assessed Member during the calendar year in equal semi-annual installments, on or before the first day of each period, or in such other manner and on such other dates as the Board of Directors may designate in its sole and absolute discretion. Notice of the amount of the Annual Common Assessments shall be given to each Member prior to January 1 of each year.

9.8 Failure to Fix Assessment. The failure by the Board of Directors to levy an Assessment for any year shall be deemed to be a continuation of the Assessment previously levied by the Association pursuant to the Budget adopted for the previous year and shall not be deemed a waiver or modification with respect to any of the provisions of this Declaration or a release of the liability of any Member to pay Assessments, or any installment thereof, for that or any subsequent year. No abatement of the Common Assessment or any other Assessment shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or Improvements to Association Properties or from any action taken to comply with any law or any determination of the Board of Directors or for any other reason.

9.9 Special Assessments for Capital Expenditures. After termination of Declarant's right to appoint members of the Board of Directors of the Association, in addition to Common Assessments, the Board of Directors may, subject to the provisions of this Article 9, levy and include in the budget Special Assessments for the purpose of raising funds not otherwise provided under the Budget from Common Assessments to construct or reconstruct, repair, or replace capital Improvements upon Association Properties, including necessary personal property related thereto; to add to the Association Properties; to provide for necessary facilities and equipment to offer the services authorized in this Declaration; or to repay any loan made to the Association to enable it to perform the duties and functions authorized in this Declaration. The Board of Directors shall not levy Special Assessments without the vote of the Members representing at least sixty-seven percent (67%) of the voting power of all Members at a meeting, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. Special Assessments shall be allocated in the same manner as Common Assessments. The Association shall notify Members in writing of the amount of any Special Assessment and of the manner in which, and the dates on which, any such Special Assessment is payable and the Members shall pay any such Special Assessment in the manner so specified.

9.10 Reimbursement Assessments. The Board of Directors may, subject to the provisions hereof, levy a Reimbursement Assessment against any Member if the willful or negligent failure of the Member or a Person claiming through the Member to comply with this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations shall have resulted in the expenditure of funds by the Association to cause such compliance. Such Assessment shall be known as a Reimbursement Assessment and shall be levied only after approval by the Board. The amount of the Reimbursement Assessment for each Site shall be based upon such criteria and factors as the Board of Directors determines to be appropriate and shall be due and payable to the Association thirty (30) days after notice to the Member of the decision of the Board of Directors that the Reimbursement Assessment is due and owing.

9.11 Late Charges and Interest. If any Common Assessment, Special Assessment., or Reimbursement Assessment or any installment thereof is not paid within ten (10) days after it is due, the Member obligated to pay the Assessment may be required to pay a reasonable late charge to be determined by the Board. Any Assessment or installment of an Assessment which is not paid within ten (10) days after it is due shall bear interest from the due date at the interest rate established by the Board from time to time.

9.12 Attribution of Payments. All Common Assessment payments shall be credited first to late fees, interest, attorneys' fees, and other costs of collection, and next to principal reduction, satisfying the oldest obligations first followed by any recurrent obligations.

9.13 Notice of Default and Acceleration of Assessments. If any Annual Common Assessment, any Special Assessment, or any Reimbursement Assessment or any installment thereof is not paid within thirty (30) days after its due date, the Board of Directors may mail a notice of default ("Notice of Default") to the Owner and to each Mortgagee of the Site who has requested a copy of the notice. The notice shall specify (a) the fact that the installment is delinquent; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is mailed to the Member, by which such default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the entire balance of the Assessment or the unpaid installments of the Assessment against the Site of the Member. If the delinquent Assessment or installment and any the charges, legal fees or interest thereon are not paid in full on or before the date specified in the notice, the Board, at its option, may declare all of the unpaid balance of the Assessment to be immediately due and payable without further demand and may enforce the collection of the full Assessment and all charges and interest thereon in any manner authorized by law in this Declaration, subject to the protection afforded to the Mortgagees under this Declaration.

9.14 Remedies to Enforce Assessments. Each Assessment levied hereunder shall be a separate, distinct, and personal debt and obligation of the Owner or Member against whom the same is assessed. In the event of a default in payment of any Assessment or installment thereof, whether Common, Special, or Reimbursement, the Board may, in addition to any other remedies provided under this Declaration or by law, enforce such obligation on behalf of the Association by suit or by filing and foreclosure of a lien as hereinafter provided.

9.15 Lawsuit to Enforce Assessments. The Board may bring suit at law to enforce any Assessment obligation. Any judgment rendered in such action shall include any late charges, interest, and other costs of enforcement, including reasonable attorneys' fees in the amount as the court may adjudge, against the defaulting Owner or Member.

9.16 Lien to Enforce Assessments. All Assessments against a Site (including late fees, interest, cost of collection and attorneys' fees) shall constitute a lien on such Site superior to all other liens and encumbrances, except: (a) tax and special assessment liens in favor of any assessing authority; (b) liens and encumbrances Recorded prior to recordation of this Declaration; and (c) all sums unpaid under a Mortgage encumbering a Site ("First Mortgage") that has first priority over any other Mortgage encumbering such Site to the extent the Assessments were assessed after the First Mortgage is Recorded. By acceptance of a deed for a Site, the Owner or Owners agree that the Assessment lien shall be prior to any homestead exemption or right and irrevocably waive any and all rights they may have to claim a homestead exemption against enforcement of the Assessment lien.

Notwithstanding the foregoing, the statutory lien for Assessments is also prior to the lien of a First Mortgage to the extent of an amount equal to the Assessments based on a period budget

adopted by the Association which would have become due, in the absence of any acceleration, during the six (6) months immediately preceding institution of an action to enforce or extinguish the statutory lien or the lien of the First Mortgage.

The recording of this Declaration constitutes record notice and perfection of the Assessment lien. No further recordation of any claim of lien or Assessment is required. However, to evidence such lien, the Association may Record a written notice setting forth the amount of such unpaid Assessments, the name of the Owner of the Site and the identification of the Site. Such notice shall be signed by one of the Board of Directors, an officer of the Association or an agent appointed by the Board and shall be Recorded. The recording of a notice of lien shall not be a condition precedent to nor delay the attachment of a lien which shall attach as of the first day of any period for which any Assessment is levied. Such lien may be enforced by foreclosure on the defaulting Owner's Site by the Association in the same manner as a mortgage on real property and shall encumber all rents and profits issuing from the Site, which lien on rents and profits shall be subordinate to the matters described in subparagraphs (a) and (b) above. The Association shall have the power to bid at the foreclose sale and to acquire and hold, lease, mortgage and convey the Site. The Association shall have all the rights and obligations with respect to enforcement of Assessment liens which are set forth in the Act.

9.17 Estoppel Certificates. Upon the written request delivered personally or by certified mail, return receipt requested, first-class postage prepaid, addressed to the Association's registered agent, of any Member or his designee and any Person with, or intending to acquire, any right, title, or interest in the Site of such Member, or of any mortgagee or its designee, the Association shall furnish a statement setting forth the amount of any Assessments or other amounts, if any, due and accrued and then unpaid with respect to a Site and the Owner thereof, and setting forth the amount of any Assessment levied against such Site which is not yet due and payable. Such statement shall, with respect to the Person to whom it is issued, be sent to the requesting person within fourteen (14) days after receipt of the written request and, if sent within such time period, shall be conclusive against the Association and all Persons for all purposes, that no greater or other amounts were then due or accrued and unpaid and that no other Assessments have been levied.

9.18 No Offsets. The payment of Assessments is an independent covenant and all Assessments shall be payable in the amounts specified in the levy thereof without notice or demand (except as may be specifically required in this Declaration), and no offsets or reduction thereof shall be permitted for any reason including, without limitation, any claim that the Association or the Board of Directors in not properly exercising its duties and powers under this Declaration or Owners' vacation or abandonment of their residence.

9.19 Other Liens. It is possible that liens other than mechanics' liens and Assessment liens may be obtained against Association Properties, including, without limitation, judgment liens, and purchase money mortgage liens.

9.20 Reserve Fund. In connection with establishing and collecting Common Assessments for funding the Maintenance Funds for the Common Area, the following restrictions shall apply:

- A. The Maintenance Funds shall not be commingled with any other Association fund;
- B. The balance of the Maintenance Funds shall be equal to the total replacement cost of the improvements divided by the average life expectancy of such Common Areas, multiplied by the age of the improvements. The life expectancy for a subdivision with private streets shall be a minimum of twenty (20) years;
- C. The Association shall have an annual review performed by a certified public accounting firm verifying that the amount in the reserve fund complies with the requirements herein and copy of the review shall be provided to the City; and
- D. If the private streets within the Common Areas are converted to the public, that portion of the Maintenance Funds reserved for the maintenance of the private street shall become the property of the City

ARTICLE 10 **MISCELLANEOUS**

10.1 Term of Declaration. Unless amended as herein provided, each provision contained in this Declaration shall continue and remain in full force and effect for a period of forty (40) years after the date this Declaration is Recorded, and thereafter shall be automatically extended for successive periods of ten (10) years each terminated by the vote, by written ballot, of Members holding at least sixty-seven percent (67%) of the voting power of Members of the Association at duly constituted meetings of the Members. In the event this Declaration is terminated, the termination of this Declaration shall be evidenced by a termination agreement ("Termination Agreement"), or ratification thereof, executed by the requisite number of Owners. The Termination Agreement shall specify a date after which the Termination Agreement will be void Recorded before such date. The Termination Agreement shall be recorded and the termination of this Declaration shall be effective upon such Recording. Notwithstanding the foregoing, the Association's right to terminate or modify any of its obligations to maintain the private streets and roadways within the Common Areas is subject to the prior written approval of

the City, such approval to be in the City's sole discretion. Furthermore, the Association shall not seek, by either act or omission, to abandon the Association's obligations as established by this Declaration to maintain the Common Areas and/or its private streets or roadways without the prior written approval of the City, such approval to be in the City's sole discretion.

10.2 Amendment of Declaration by Members. Notwithstanding anything contained in this Declaration to the contrary: (i) the provisions of this Declaration shall not be amended or deleted from this Declaration without the prior written consent of the City; (ii) this Declaration may not be amended to alter any provisions regarding the use, operation, or maintenance of the private streets, roadways, or other common areas that are the responsibility of the Association or the Declarant without the prior written consent of the City or otherwise permit any condition at or use of the Common Area in a manner that conflicts with or violates any City ordinance without the prior written consent of the City; and (iii) this Declaration may not be terminated without the prior written consent of the City. Except as otherwise provided in this Declaration, including Section 6.1, and subject to provisions elsewhere contained in this Declaration requiring the consent of Declarant or others, any provisions, covenant, condition, restriction, or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by Members of the Association holding at least sixty-seven percent (67%) of the voting power of the Association present in person or by proxy at duly constituted meetings of the Members; provided, however, that at any time Declarant owns a Site which is subject to this Declaration (or any portion of the property which is eligible for annexation to this Declaration), any amendment to this Declaration shall be approved by Members of the Association holding at least sixty-seven percent (67%) of the voting power of the Association present in person or by proxy at duly constituted meetings of the Members. The approval of any such amendment or repeal shall be evidenced by the certification by the Board of Directors of the Association of the votes of Members. The amendment or repeal shall be effective upon the Recordation of a certificate, executed by the President or a Vice President and the Secretary or an Assistant Secretary of the Association setting forth the amendment or repeal in full and certifying that the amendment or repeal has been approved by the required vote of the Members. Any Amendment to the Declaration made hereunder shall be effective only when Recorded.

10.3 Member and First Mortgagee Approval. Notwithstanding any other provisions of this Declaration to the contrary, the Association shall not: (I) Unless it has obtained the prior consent of at least seventy-five percent (75%) of the Members or the consent of sixty-seven percent (67%) of the First Mortgagees of Sites (based on one vote for each First Mortgage held):

- (a) Seek to abandon or terminate the Declaration, whether by act or omission;

- (b) Change the pro rata interest or obligations of any individual Site for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;
- (c) By act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Association Properties (excluding the granting of permits, licenses, and easements for public utilities, roads, or other purposes reasonably necessary or useful for the proper maintenance or operation of the Association Properties);
- (d) Amend any provisions of this Declaration or the Articles of Incorporation or By-Laws of the Association which are for the express benefit of First Mortgagees; and
- (e) Use hazard insurance proceeds for losses to any part of the Association Properties for other than the repair, replacement, or reconstruction of such part of the Association Properties.
- (f) Unless, within thirty (30) days after receipt of notice, a First Mortgagee or insurer or guarantor of a First Mortgage notifies the Association of its disapproval of any of the matters requiring their approval as provided herein, the approval of such First Mortgagee or insurer or guarantor of a First Mortgage shall be deemed to have been given.

10.4 Amendment of Articles and By-Laws. The Articles of Incorporation and By-Laws may be amended in accordance with the provisions set forth in such instruments and any applicable provisions of this Declaration or, in the absence of such provisions, in accordance with applicable provisions of the Texas Nonprofit Corporation Statute (TBOC).

10.5 Special Rights of First Mortgagees. Any First Mortgagee of a First Mortgage encumbering any Site in the Community Area which has filed a written request with the Association to be notified of any proposed action requiring First Mortgagee consents, shall be entitled to:

- a) Receive written notice from the Association of any default by the Mortgagor of such Site in the performance of the Mortgagor's obligations under this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations, which default is not cured within sixty (60) days after the Association learns of such default;
- b) Examine the books and records of the Association during normal business hours;

- c) Receive a copy of financial statements of the Association including any annual financial statement within ninety (90) days following the end of any fiscal year of the Association;
- d) Receive written notice of all meetings of Members;
- e) Designate a representative to attend any meeting of Members;
- f) Receive thirty (30) days' written notice prior to the effective date of any proposed material amendment to this Declaration, the Articles of Incorporation, or the By-Laws requiring consent of a certain percentage of First Mortgagees;
- g) Receive immediate notice as soon as the Association receives notice or otherwise learns of any damage to the Association Properties, if the cost of reconstruction exceeds Ten Thousand Dollars (\$10,000) and as soon as the Association receives notice or otherwise learns of any condemnation or eminent domain proceedings or other proposed acquisition with respect to any portion of the Association Properties; and
- h) Receive written notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

10.6 First Mortgagee Exemption from Rights of First Refusal. Any such First Mortgagee who obtains title to any Site pursuant to the remedies provided in the Mortgage held by such First Mortgagee or pursuant to any foreclosure of Mortgage or by deed or assignment in lieu of foreclosure shall be exempt from any right of first refusal if any such right of first refusal is ever contained in this Declaration.

10.7 Priority of First Mortgage Over Assessments. Each First Mortgagee of a Mortgage encumbering a Site who obtains title to such Site pursuant to the remedies provided in the Mortgage, by judicial foreclosure, or by deed or assignment in lieu of foreclosure shall take title to the Site free and clear of any claims for unpaid Assessments or charges against such Site which accrued prior to the time such holder acquires title to such Site in excess of the amount of Assessments which is prior to the lien of the First Mortgage as provided in Section 9.19 above.

10.8 First Mortgagee Right to Pay. Taxes and Insurance Premiums. Any such First Mortgagee or any such First Mortgagees, jointly or singly, shall be entitled to pay any taxes or other charges which are in default and which may or have become a charge against any of the Association Properties and may pay any overdue premiums on hazard insurance policies for any Association Properties, and the First Mortgagees making such payments shall be entitled to immediate reimbursement therefor from the Association.

10.9 Association Right to Mortgage Information. Each Owner hereby authorizes any First Mortgagee holding a Mortgage on such Owner's Site to furnish information to the Association concerning the status of such First Mortgage and the loan which it secures.

10.10 Amendment Required by Government Mortgage Agencies. Notwithstanding the provisions of Article 10 hereof, any provision, covenant, condition, restriction, or equitable servitude contained in this Declaration which any Government Mortgage Agency requires to be amended or repealed may be amended or repealed solely by Declarant and no approval, consent, or vote of any other person or entity shall be required. Declarant's rights under this Section 10.10 shall terminate on the earlier of ten (10) years after the date of recordation of this Declaration or the sale of all Sites owned by Declarant or a Successor Declarant. Any such amendment or repeal shall be effective upon the Recordation of a certificate, executed by Declarant, setting forth the amendment or repeal in full. "Governmental Mortgage Agency" shall mean the FHA, the VA, the FHLMC, the GNMA, the FNMA, or any similar entity, public or private, authorized, approved, or sponsored by any governmental agency to insure, guarantee, make, or purchase Mortgage loans. "FHA" shall mean the Federal Housing Administration of the United States Department of Housing and Urban Development, including such department or agency of the United States Government as shall succeed to the FHA in insuring notes secured by mortgages and deeds of Trust on residential real estate. "VA" shall mean the Department of Veterans Affairs of the United States of America, including such department or agency of the United States Government as shall succeed to the VA in its present function of issuing guarantees with respect to notes secured by Mortgages on Sites. "FHLMC" shall mean the Federal Home Loan Mortgage Corporation or The Mortgage Corporation created by Title III of the Emergency Home Finance Act of 1970, including any successors thereto. "FNMA" shall mean the Federal National Mortgage Association, a governmental-sponsored private corporation established as such pursuant to Title VIII of the Housing and Urban Development Act of 1968, including any successor thereto. "GNMA" shall mean the Government National Mortgage Association administered by the United States Department of Urban Development, including any successor thereto.

10.11 Notices. Any notice permitted or required to be given under this Declaration shall be in writing and may be given either personally or by mail, facsimile, or email. If served by mail, each notice shall be sent postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or to the Site of such Person if no address has been given to the Association and shall be deemed given, if not actually received earlier, at 5:00 p.m. on the second business day after it is deposited in a regular depository of the United States Postal Service. Such address may be changed from time to time by notice in writing to the Association. **The Association shall provide and maintain an address and telephone contact with the City Secretary's office of the City of Boerne.**

10.12 Persons Entitled to Enforce Declaration. The Association, acting by authority of the Board, and any Member of the Association shall have the right to enforce any or all of the

provisions, covenants, conditions, restrictions, and equitable servitudes contained in this Declaration against any property within the Community Area and the Owner thereof, as well as the family members, guests, invitees, and tenants of each Owner. The right of enforcement shall include the right to bring an action for damages as well as an action to enjoin any violation of any provision of this Declaration.

Notwithstanding any other provisions of this Declaration to the contrary, any action brought by the Association in which it seeks to recover an unspecified amount of damages or damages in excess of \$25,000.00 shall first be approved by the vote of the Members holding at least seventy-five percent (75%) of the voting power of the Association and First Mortgagees holding Mortgages on at least seventy-five percent (75%) of the Sites. All costs and fees to be incurred in connection with such action shall be described in a budget which is approved by the vote of Members holding at least seventy-five percent (75%) of the voting power of the Association at the same time as the required vote of the Members is obtained to bring the action and by First Mortgagees holding Mortgages on at least seventy-five percent (75%) of the Sites. Any expenditure in excess of such approved budget shall be approved as an amendment to the budget which is approved by the same percentage vote of the Members and First Mortgagees. The proposed litigation budget and a summary of the claims to be asserted in the action shall be mailed to all of the Members and First Mortgagees with a notice of the meeting describing the purpose of the meeting at least thirty (30) days prior to the date of the meeting. The costs and fees incurred in connection with such action shall be assessed against all of the Owners, other than the Owner against whom any such action is proposed, as a Special Assessment. Such costs and fees shall not be paid from Common Assessments. The Association may not bring an action for breach of warranty or other claims that do not arise out of a violation of the provisions of this Declaration. The foregoing requirements shall not apply to any action brought by the Association to collect assessments from Members or to obtain injunctive relief in connection with a violation of the provisions of this Declaration, whether or not the Association seeks to recover its costs of suit and attorneys' fees.

10.13 Violations Constitute a Nuisance. Any violation of any provision, covenant, condition, restriction, and equitable servitude contained in this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any Person entitled to enforce the provisions of this Declaration.

10.14 Enforcement of Self-Help. Declarant or the Association, or any authorized agent of any of them, may enforce, by self-help, any of the provisions, covenants, conditions, restrictions, and equitable servitudes contained in this Declaration.

10.15 Violations of Law. Any violation of any federal, state, municipal, or local law, ordinance, rule, or regulation, pertaining to the ownership, occupation, or use of any property

within the Community Area is hereby declared to be a violation of this Declaration and shall be subject to any and all enforcement procedures set forth in this Declaration.

10.16 Remedies Cumulative. Each remedy provided under this Declaration is cumulative and not exclusive.

10.17 Costs and Attorneys' Fees. In any action or proceeding under this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith including reasonable attorneys' fees.

10.18 Limitation on Liability. The Association, the Board of Directors, the Design Review Committee, Declarant, and any Member, owner, officer, director, agent, or employee of any of the same shall not be liable to any Person for any action or for any failure to act if the action or failure to act was in good faith and without malice.

10.19 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees in connection with any portion of the Community Area, or any Improvement thereon, its or their physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, and except as shall be specifically set forth in writing.

10.20 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

10.21 Governing Law. This Declaration shall be construed and governed under the laws of the State of Texas.

10.22 Severability. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability or partial validity or partial enforceability of the provisions or portion thereof shall not affect the validity or enforceability of any other provision.

10.23 Number and Gender. Unless the context requires a construction, the singular shall include the plural and the plural the singular, and the masculine, feminine, or neuter genders shall each include the masculine, feminine, and neuter genders.

10.24 Captions for Convenience. The titles, headings, and captions used in this Declaration are intended solely for convenience of reference and shall not be construed in construing any of the provisions of this Declaration.

10.25 Mergers or Consolidations. Upon a merger or consolidation of the Association with another association, its properties, rights, and obligations may, by operation of law, be

transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving consolidated association may administer and enforce the covenants, conditions, and restrictions established by this Declaration governing the Property, together with the covenants and restrictions established upon any other property as one plan.

10.26 Disclaimer Regarding Safety. DECLARANT HEREBY DISCLAIMS ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE COMMUNITY AREA. ANY OWNER OF PROPERTY WITHIN THE COMMUNITY AREA ACKNOWLEDGES THAT DECLARANT IS ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN, OR IN THE ARTICLES OF INCORPORATION AND BYLAWS, AND IS NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE COMMUNITY AREA.

10.27 Recorded Easements. In addition to all easements and rights-of-way of record at or before recordation of this Declaration, the Community Area, and all portions thereof, shall be subject to the easements shown on any Recorded plat or map of the Community Area, or any portion thereof. Further, the Community Area, or portions thereof, is now or may hereafter be subject to the easements, licenses, and other Recorded documents, or any of them, set forth on Exhibit D attached hereto and incorporated herein by this reference.

10.28 Association Books and Records. The Association may charge a fee for the reasonable copying costs, management fee, and labor costs of any materials provided pursuant to this Section. The Association shall maintain accurate and complete accounting records and shall maintain records of meeting minutes, board actions, committee actions, notices of meetings, and a record of all voting unit owners and their addresses. The Association shall keep at its principal office and make available to Owners, First Mortgagees of Sites and insurers or guarantors of any such First Mortgage, current copies of this Declaration, the Articles of Incorporation, By-Laws, rules and regulations, books, records and financial statements of the Association, resolutions adopted by the Board or any committee of the Board, minutes of all Owners' meetings and actions for at least three years, written communications to Owners for at least three years, a list of the names and addresses of current directors and officers of the Association, the most recent annual report, and all audits and financial reviews for at least three years. The Association shall make available to prospective purchasers of Sites current copies of this Declaration, and the Articles of Incorporation, By-Laws, rules and regulations, minutes of Association and Board meetings for the prior six months, and the most recent annual audited financial statement, if such is prepared, of the Association. "Available" shall mean available for inspection, upon request that is made in good faith and for a proper purpose and for records that are relevant to such proper purpose, during normal weekday business hours or under other reasonable circumstances. The Association

may charge a fee for inspection and copying of the Associations books and records, not to exceed the Association's actual costs.

10.29 Statement of Unpaid Assessments. The Association shall provide to an Owner or its designee or to a holder of a security interest or its designee, upon written request, a statement setting forth the amount of unpaid assessments currently levied against such Owner's Site, as provided in Section 9.17 above.

10.30 Delivery of Information to Owners and Turnover of Control. Within ninety (90) days after the first election of a Board of Directors after the end of the Declarant Control Period, and within ninety (90) days after the end of each fiscal year thereafter, the Association shall make the following information available to Owners at the Association's principal place of business:

- (a) Fiscal year commencement date;
- (b) Current fiscal year operating budget;
- (c) List of the Association's current assessments (regular and special) by Unit Annual financial statements, including amounts held in reserve for the previous fiscal year;
- (d) The results of its most recent available audit;
- (e) List of all Association insurance policies, including names, limits, deductibles, additional named insureds, and expiration dates;
- (f) All By-Laws, Articles of Incorporation, and Rules and Regulations of the Association;
- (g) Board and Member meeting minutes for the previous fiscal year, and (i) The Association's governance policies.

Such information also may be disclosed by posting the information on the Association's website and providing notice of the Association's website to all Owners via e-mail or first-class mail, or the Association may mail or deliver such information to all of the Owners.

10.31 Information to be Provided to Owners Annually. At least annually, and within ninety (90) days after any of the following information changes, the Association shall provide written notice to all Owners, stating the following:

- (a) Name of Association;
- (b) Name of designated agent or management company of the Association, if any;
- (c) Valid physical address and telephone number for the Association and its agents;
- (d) Name of the Common Interest Community;

- (e) Initial date of recording of the Declaration; and
- (f) The Reception Number or book and page number for the Declaration.

10.32 Association Financial Review and Audit Requirements. The Association shall perform a review of its financial records, using "Statements on Standards for Accounting and Review Services," or an audit of its financial records using generally accepted auditing standards, by an independent and qualified person selected by the Board of Directors of the Association when required under the following provisions. An audit shall be required only if the Association has annual revenues or expenditures in excess of \$25,000 and the audit is requested by at least one-third (1/3) of the Owners. A review shall be required only when requested by the owners of at least one-third (1/3) of the Owners. Copies of an audit or review shall be made available upon request to any Owner, beginning no later than thirty (30) days after its completion. The Association also shall provide an audited financial statement for the immediately preceding fiscal year to any First Mortgagee or any insurer or guarantor of such First Mortgage, within a reasonable time after written request therefore is made by any such First Mortgagee, or insurer, or guarantor of any First Mortgage; provided that if the Association has not previously received an audit for such fiscal year, the Association may require the requesting First Mortgagee, or insurer, or guarantor of a First Mortgage to pay the expense of the audit to the Association in advance.

10.33 Responsible Governance Policies. The Association shall adopt, and may amend from time to time, responsible governance policies as required under the Act regarding the Association's methods for keeping accounting records and adopting policies, procedures, and Association Rules concerning the collection of unpaid assessments, Board members' conflicts of interest, the conduct of meetings, enforcement of the Declaration, including notice and hearing procedures and the assessment of fines, policies on the investment of the Association's reserve funds, inspection and copying of Association records by owners, procedures for addressing disputes arising between the Association and Owners, and procedures for adoption and amendment of its policies, procedures, and rules.

ARTICLE 11

SPECIAL PROVISIONS REGARDING RIGHTS OF THE CITY

11.1 City's Right to Cure The Association shall own and be responsible for the maintenance of private streets and appurtenances and the City shall not be required to pay for or assist with any portion of the construction or maintenance of such private streets, common areas, and appurtenances, provided, however that the City shall have the right, but not the obligation, to inspect all private streets and require that the Association complete such repairs thereto as may be reasonably necessary to ensure that the same are maintained in compliance with Applicable Law.

Should the Association fail to carry out its duties, the City or its lawful agents shall have the right and ability, after due written notice to the Association and opportunity to cure, to the following remedies:

1. To perform the responsibilities of the Association if the Association fails to do so in compliance with any of the provisions of any Applicable Law and to assess the Association or the individual lot owners for all costs incurred by the City in performing said responsibilities if the Association fails to do so, and the City shall further have any and all liens and lien rights granted to the Association to enforce the assessments required by the Declaration and to avail itself of any other enforcement actions available to the City pursuant to Applicable Law. In the event that the City shall perform the obligations of the Association as provided for above, the City shall have the right to either file a lien on the Common Area to secure the repayment to the City for the costs of maintaining, repairing, replacing or making safe any Common Areas;
2. to convey to the City ownership of all or part of the Common Areas either before or after exercising the City's rights under (1) herein above; and authorize the City, upon taking ownership of the Common Areas to remove any improvements or amenities from the Common Areas and sell any buildable land area as residential lots to recoup the City's expenses for maintenance or demolition of the improvements within the Common Areas. Any money that remains after the City has recovered all of its expenses, including any necessary and reasonable legal expenses, shall be retained for future maintenance or upgrading of the Common Areas (if any remain), screening walls, or other improvements within the subdivision. These provisions are not intended to allow the City to profit in any way from taking over the Association's responsibilities or funds; they are only intended to allow the City to recoup its actual incurred expenses. In the event the City assumes the duty of performing the maintenance obligations of the Association as provided herein, then the City, its agents, representatives and employees, shall have the right of access, ingress and egress to and over the Common Areas for the purposes of maintaining, improving and preserving the same.

11.2 Petition to Convert to Public Streets. The Association shall be permitted to petition the City to accept private streets and any associated property as public streets and rights-of-way upon written notice to all Association members and upon the favorable vote of a majority of the membership. However, in no event shall the City be obligated to accept said streets as public streets. Should the City elect to accept the streets as public streets, then the

City has the right to inspect the private streets and to assess the lot owners for the expense of needed repairs concurrent with the City's acceptance of the streets. The City shall be the sole judge of whether repairs are needed. Upon acceptance of the private streets as public streets the City may also require, at the Association's or the lot owners' expense, the removal of any guard houses, access control devices, landscaping or other aesthetic amenities located within the street lot or within any other roadway common area that are not consistent with a public street development. Those portions of the Association documents pertaining to the subject matter contained in this Section shall not be amended without the written consent of the City Council. However, the Association documents must be modified to remove requirements specific to private street subdivisions at such time as the City accepts the private streets as public streets.

11.3 Hold Harmless. The subdivision final and recorded plat shall contain language whereby the property (or home) owners' association, as owner of the private streets and appurtenances, agrees to release, indemnify, defend and hold harmless the City, any other governmental entity, and any public utility for damages to the private streets that may be occasioned by the reasonable use of the private streets by same, and for damages and injury (including death) arising from the condition of the private streets, out of any use of access gates or cross arms, or out of any use of the subdivision by the City or governmental or utility entity. The Association and the lot owners agree to release, indemnify, defend and hold harmless the City, its officers, agents licensees, servants, contractors and/or employees ("Indemnitees"), from and against any and all claims or suits for property damage or loss and/or personal injury of whatever kind or character arising out of or in connection with, directly or indirectly: (a) the reasonable use of the private streets, emergency access, utility easements, entrance gate or structures by the Indemnitees,; (b) the condition of the private streets, private entrance gates or structures, private walls and fences, private pedestrian access, private storm drainage systems and emergency access; or (c) any use of the addition by the Indemnitees for any purpose stated hereinabove, whether or not cause, in whole or in part, by the alleged negligence of the Indemnitees. The Association shall be responsible for carrying liability insurance to meet the requirements of this paragraph.

11.4 Government Access. Any governmental authority or agency, including, but not limited to, the City and the County, their agents, and employees, shall have the right of immediate access to the Common Areas at all times if necessary, for the preservation of public health, safety and welfare.

11.5 Traffic Enforcement. The Association, its members and the City of Boerne agree that all traffic rules and regulations enforced and applied by the City on all public streets, alleys and rights-of-way governing the operation and movement of vehicles are hereby extended to all streets, alleys and rights-of-way within the subdivision. All such

streets, roads, alleys, and rights-of-way shall henceforth be governed and controlled by all traffic laws set forth in state law and City ordinance. a. The City may erect, place, replace, maintain and/or remove such traffic control signs, signals and devices that may be necessary or appropriate in the application and extension of traffic rules and regulations to the subdivision. If the City is so required, all costs of erection, placement, replacement, maintenance and removal shall be reimbursed by the Association to the City within thirty (30) days of such invoice. This reimbursement requirement shall include, but not be limited, to the acquisition of property for sign placement.

11.06 Conflict. In the event any conflict now or in the future, between the terms and provisions of this Article 11 and any other term or provision of this Declaration or any other document incorporated into this Declaration by reference the terms and provisions of this Article 11 shall prevail.

[signatures on following page]

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

SIENA COURT DEVELOPMENT, LLC.
A TEXAS LIMITED LIABILITY CORPORATION

STATE OF TEXAS)
CITY OF BOERNE)
AND
COUNTY OF KENDALL)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as Manager of SIENA COURT DEVELOPMENT, LLC., a Texas limited liability company, as Declarant.

WITNESS my hand and official seal.

My commission expires: _____

COMMUNITY AREA



ASSOCIATION PROPERTY

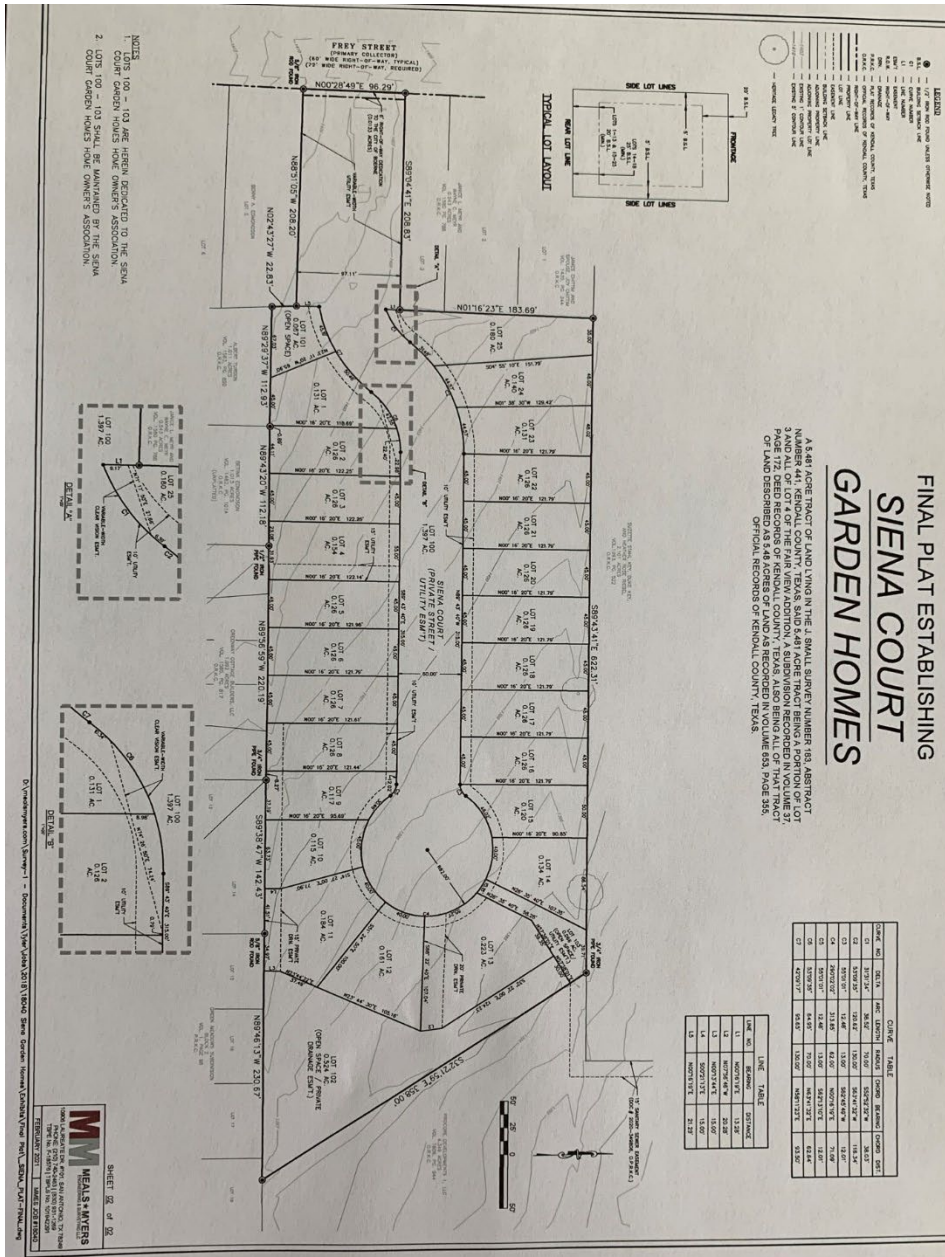


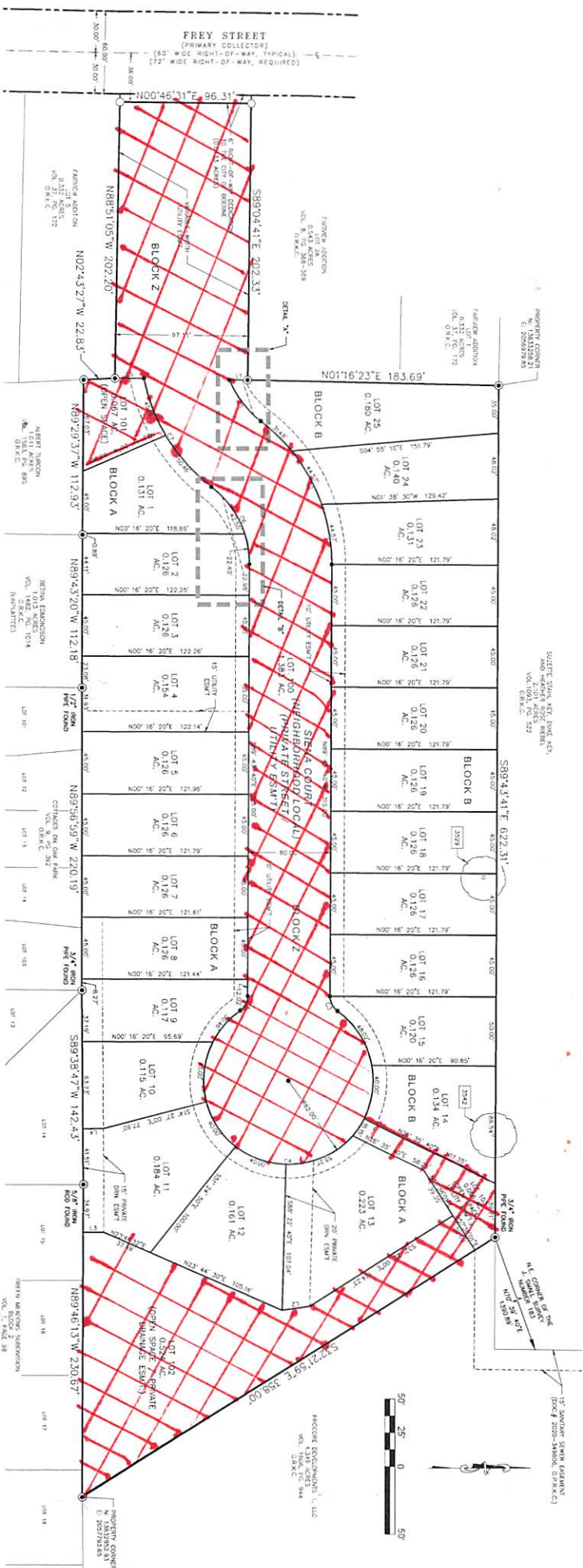
EXHIBIT C

COMMON AREAS

See Attached

A 5.468 ACRES OF LAND LYING IN THE SMALL SURVEY NUMBER 183, ABSTRACT NUMBER 441, KENDALL COUNTY, TEXAS, SAID 5.481 ACRE TRACT BEING A PORTION OF LOT 3 AND ALL OF LOT 4 OF THE FAIR VIEW ADDITION, A SUBDIVISION RECORDED IN VOLUME 37, PAGE 172, DEED RECORDS OF KENDALL COUNTY, TEXAS, ALSO BEING ALL OF THAT TRACT OF LAND DESCRIBED AS 5.48 ACRES OF LAND AS RECORDED IN VOLUME 653, PAGE 355, OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS.

LINE TABLE		
LINE NO.	REFRANG	DISTANCE
L1	N007619T	13.28'
L2	N075646W	20.28'
L3	N007134T	15.00'
L4	S002113T	15.00'
L5	N007619T	21.29'



- NOTES
1. LOTS 100, 101, 102, AND 103 ARE HEREBY DEDICATED TO THE SIEFA COURT GARDEN HOMES HOME OWNERS ASSOCIATION.
2. LOTS 100, 101, 102, AND 103 SHALL BE MAINTAINED BY THE SIEFA COURT GARDEN HOMES HOME OWNERS ASSOCIATION.

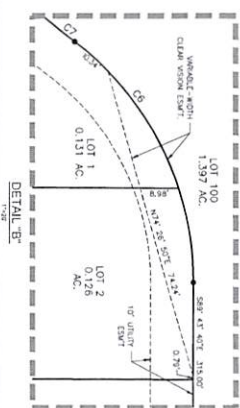
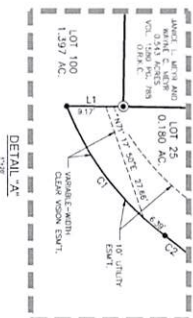


EXHIBIT D
EASEMENTS

Those easements and other rights described or created by the Plat



AGENDA ITEM SUMMARY

Agenda Date	November 3, 2025
Requested Action	Consideration of a request to ratify the zoning designation of C3 – SICO (Community Commercial within the Scenic Interstate Corridor Overlay District), as determined through legal review of the Unified Development Code, for an approximately 5.155-acre property located on IH-10 West. This tract, known as the IH-10 “Surplus North” tract, adjoins the future Buc-ee’s development at 33375 IH-10 West.
Contact Person	Francesca “Franci” Linder, AICP; Assistant Planning Director (830) 248-1528, flinder@boerne-tx.gov
Background Information	PRIOR REVIEW: The Planning and Zoning Commission held a public hearing on this item at their September 8, 2025, meeting. The Commission voted 6-1 to table this request until the November 3, 2025, meeting. BACKGROUND: The property is 5.155 acres in size and is owned by Buc-ee’s LTD. This property is part of a larger approximately 29.8 acres that is owned by Buc-ee’s LTD. The City entered into a 380 Economic Development Agreement with Buc-ee’s LTD., effective August 19, 2016. This property (5.155 acres) was included within the Agreement. On October 27, 2025, City Council authorized City Management to continue negotiating this agreement to strengthen design standards, infrastructure commitments, and community benefits. The property is designated as Auto-Oriented Commercial on the Future Land Use Map. The property was zoned B-2 Highway Commercial on June 23, 2020. In 2020, Buc-ee’s and TxDOT jointly requested that the land be rezoned to B-2 Highway Commercial, consistent with adjacent Buc-ee’s-owned parcels. The Council approved the rezoning to B-2 Highway Commercial on June 23, 2020.

	On July 2021, the City Council adopted the new Unified Development Code, which included the rezoning of properties throughout the City to ensure consistency with the updated regulations. As part of this action the B-2 District was retired. In mid-2025, Buc-ee's informed the city of its intent to utilize the eastern portion of the 5.155-acre tract for expanded parking. During the review of this request, staff discovered that the parcel had erroneously not been reassigned a zoning classification under the Unified Development Code (UDC) adopted in July 2021 and, accordingly, retained its existing B-2 (Highway Commercial) zoning designation. The UDC adoption did include the adoption of the Scenic Interstate Corridor Overlay District, therefore the property is subject to the regulations of the overlay district. On July 31, 2025, following consultation with the City Attorney, the Planning Director issued a formal zoning determination. The determination concluded that the most appropriate UDC equivalent to the retired B-2 District was C3 (Community Commercial). As a result, the owner may proceed with platting and construction activities under the assumption that the property is zoned C3. While this determination guides immediate development review, it requires ratification through the public process. Ratifying a zoning district is the formal process of confirming and validating a property's zoning designation. This ensures that district boundaries, permitted uses, and regulations are consistent with the adopted Unified Development Code and applicable state law. Ratification provides clarity and certainty for property owners, developers, and the public by formally affirming the zoning designation. The ratification process follows the same public procedures as a rezoning. REQUEST: 1. Ratify the legal determination that the zoning of the property is C3 (Community Commercial). ANALYSIS: The Planning and Zoning Commission and City Council consider the following items in their review. Below is a summary of staff analysis.
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	1. Whether the C3 District is consistent with the Comprehensive Master Plan. 2. Whether the C3 District aligns with the intent, permitted uses, and development standards of the retired B-2 District. 3. Whether the C3 District is compatible with existing and anticipated future land uses. <u>Comprehensive Master Plan</u> • The City's Future Land Use Map designates this property as Auto-Oriented Commercial. • The Auto-Oriented Commercial land use category is intended for areas that will be developed to support local and regional non-residential businesses that rely on higher traffic volumes (e.g., I-10 and portions of SH 46). These areas are typically comprised of nonresidential uses of varying lot sizes and intensities and configured in a manner that predominantly serves the automobile. • The two most common zoning districts along the IH-10 Corridor are: C3 (Community Commercial) and C4 (Regional Commercial). • The C3 (Community Commercial) District is consistent with the Comprehensive Plan. <u>Proposed Zoning District</u> • There are four commercial zoning districts within Boerne: ○ C1 – Neighborhood Commercial ○ C2 – Transitional Commercial ○ C3 – Community Commercial ○ C4 – Regional Commercial • Using the Auto-Oriented Commercial Future Land Use Category and applicable development regulations, staff reviewed the C2, C3, and C4 districts in comparison to the B-2 district. Based on the purposes, permitted uses, and development standards, the B-2 district is most consistent with the C3 and C4 districts. A summary table of these findings is attached. • In addition, staff also reviewed the citywide rezoning to determine which zoning districts were used to replace the B-2 District along IH-10. Staff found that the C3 and C4 were the
--	--

	most used Districts to replace the B-2 District. Further, the adjacent Buc-ee’s-owned parcels were reassigned the C3 District. • The proposed zoning district aligns with the Community Commercial (C3) category. <u>Compatibility with Surrounding Land Uses</u> • The proposed zoning will be compatible with future developments in this area. The properties on the west and south are zoned C-3 (Community Commercial). Properties on the west across IH-10 are zoned I1 (Storage and Transportation), I2 Light Industrial, and C4 (Regional Commercial). • The nearest single-family subdivision is approximately 880 feet west of the proposed site. FINDINGS: The proposed ratification meets the following findings: • The proposed C3 District is consistent with the Comprehensive Master Plan and Future Land Use Map. • The C3 District aligns with the intent, permitted uses, and development standards of the retired B-2 District. • The proposed C3 District will result in compatible land use relationships. • The proposed C3 District was used to replace the retired B2 District on surrounding properties. RECOMMENDATION: The Planning and Zoning Commission should make a recommendation to the City Council regarding the ratification of the C3 (Community Commercial) District for the subject site. MOTIONS FOR CONSIDERATION: The following motions are provided to assist the Commission’s decision. I move that the Planning and Zoning Commission accept the findings and recommend APPROVAL of the zoning ratification. OR
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	I move that the Planning and Zoning Commission recommend the (alternative zoning district) for the subject property based on the following findings: (The Commission will need to state the reasons for their recommendation).
Strategic Alignment	
Financial Considerations	N/A
Citizen Input/Board Review	A notice of the Planning Commission hearing of September 8th was published in the Boerne Star on August 24, 2025. Letters were mailed out to 18 properties (14 unique property owners) within 500 feet on August 20, 2025. A public hearing sign was posted on the subject property on August 21, 2025, to notice the Zoning Ratification request in anticipation of the September 8th P&Z meeting. At that P&Z Meeting, 14 community members spoke to express concern about the Buc-ee's development. One individual outside of the 500 ft. notice area submitted written comments to the case manager in opposition to the request.
Legal Review	This action is needed to meet statutory requirements.
Alternative Options	The Commission may recommend approval; approval in part; denial; or denial in part. Each condition or reason for denial must be directly related to the requirements of city regulations and may not be arbitrary.
Supporting Documents	Attachment #1 - Aerial Map Attachment #2 - Future Land Use Map Attachment #3 - Zoning Map Attachment #4 - Environmental Constraints Map Attachment #5 - Written Responses Attachment #6 - Buc-ee's 380 Development Agreement Attachment #7 - Ordinance No. 2020-18 - B-2 Zoning Pre-UDC Attachment #8 - C3 Zoning Determination Letter Attachment #9 - Buc-ee's Project Briefing Attachment #10 – Commercial Zoning District Comparison

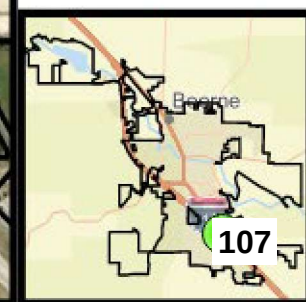
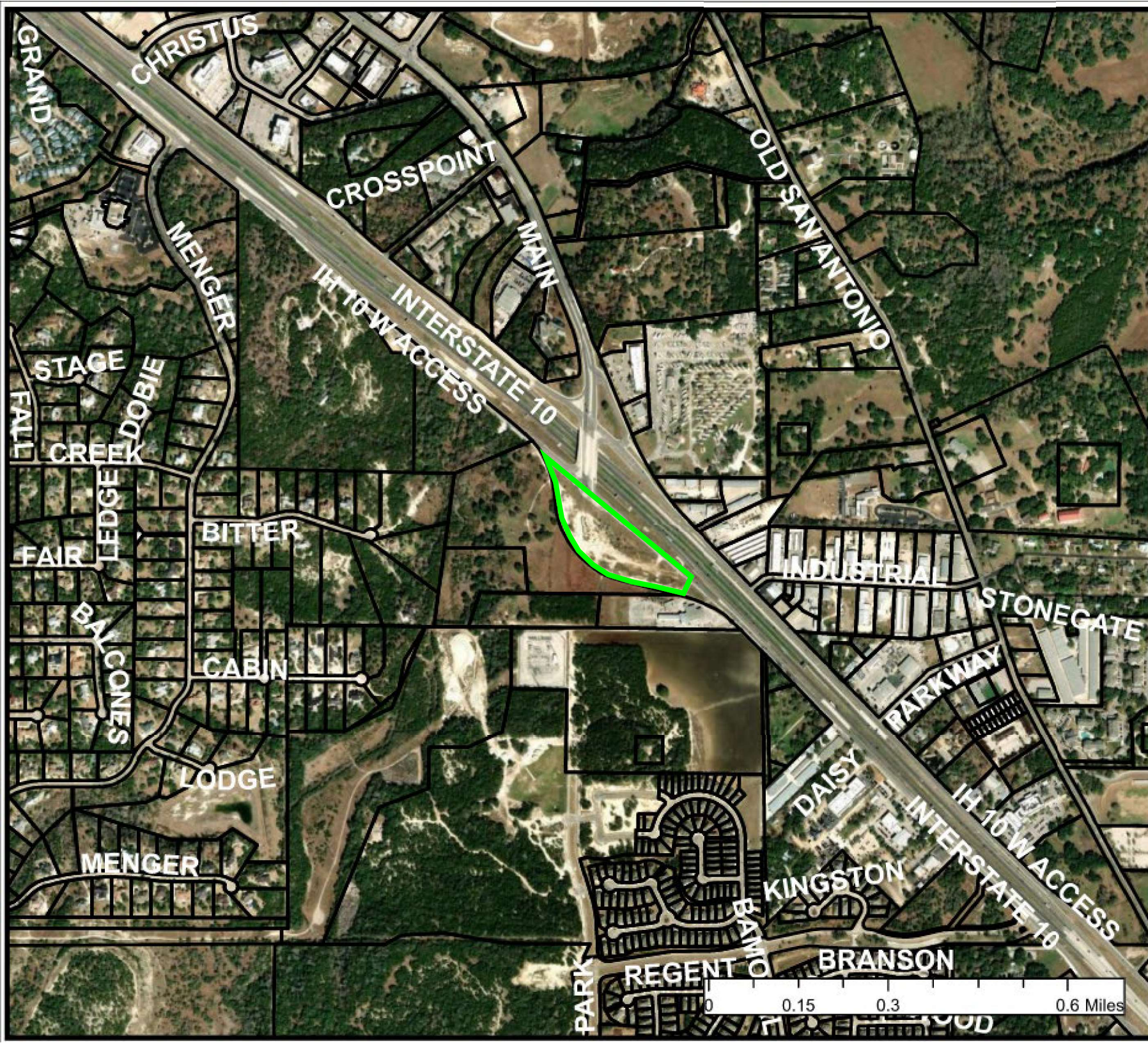


**SUBJECT
PROPERTY**

5.155 acre tract(s)
immediately to the
east of the property
generally located at
33375 Interstate 10
W, Boerne, Texas,
78006

Legend

-  Parcels
-  Subject Property





SUBJECT PROPERTY

5.155 acre tract(s)
immediately to the
east of the property
generally located at
33375 Interstate 10
W, Boerne, Texas,
78006

Legend

 Subject Property

Future Land Use

 Auto-Oriented
Commercial

 Business Park

 Neighborhood
Commercial

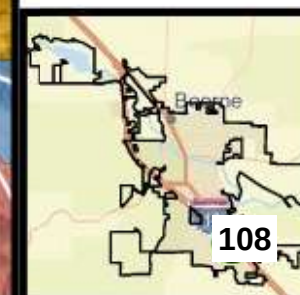
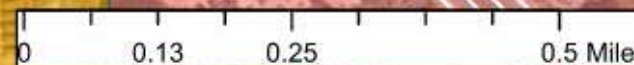
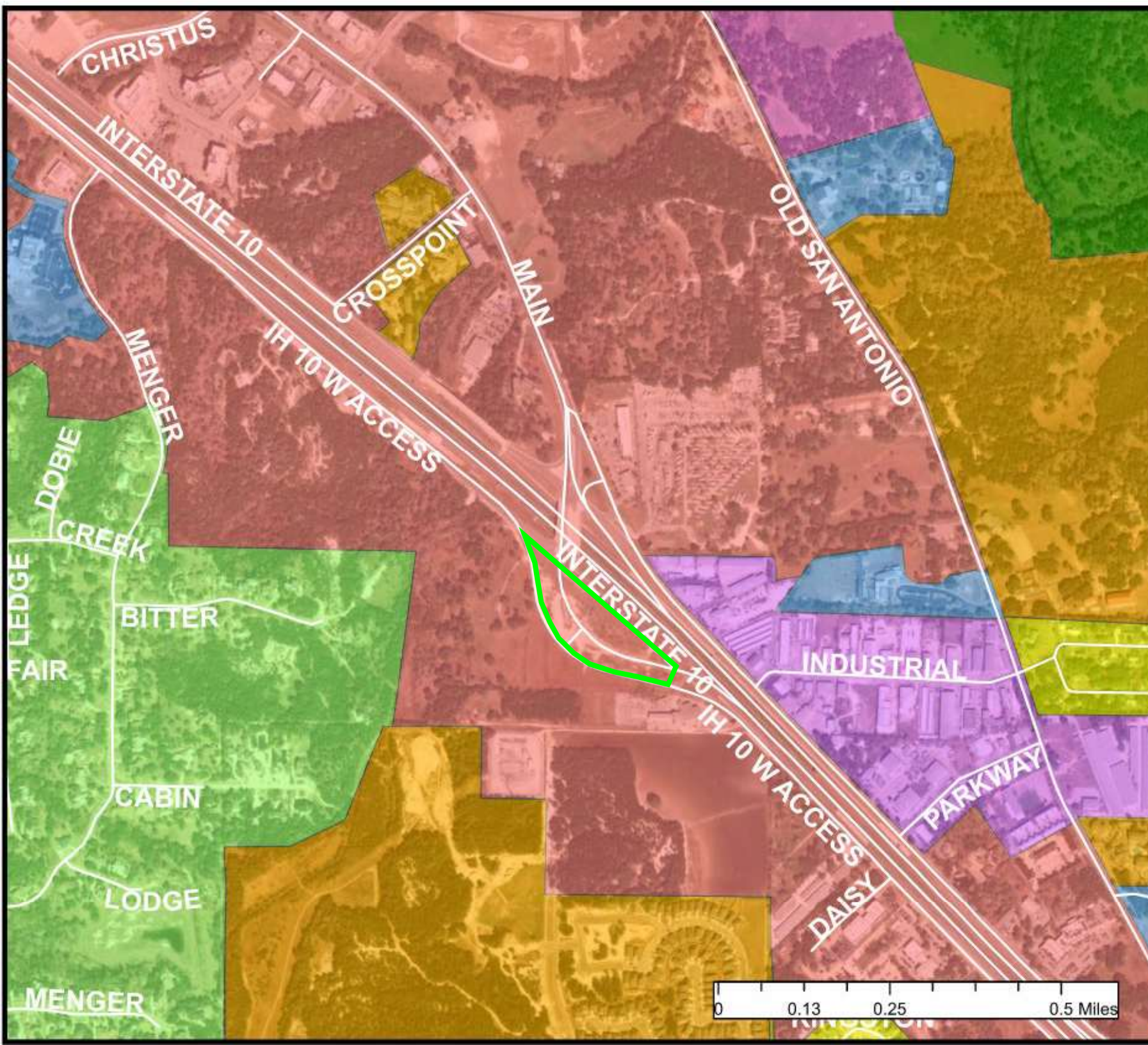
 Neighborhood
Residential

 Parks and Open
Space

 Public and
Institutional

 Rural Estate

 Transitional
Residential





SUBJECT PROPERTY

5.155 acre tract(s)
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east of the property
generally located at
33375 Interstate 10
W, Boerne, Texas,
78006

Zoning Ratification:

C3-SICO

Legend

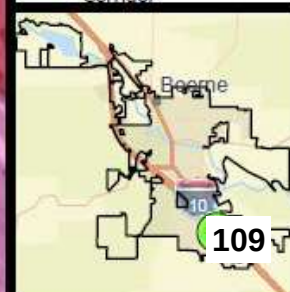
 Subject Property

Boerne Zoning

-  C2
-  C3
-  C4
-  CITY
-  I1
-  I2
-  R1-L
-  R2-N
-  RE
-  RM

Overlay Districts

-  Heritage Corridor
-  Scenic Interstate Corridor



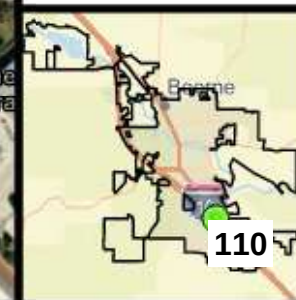
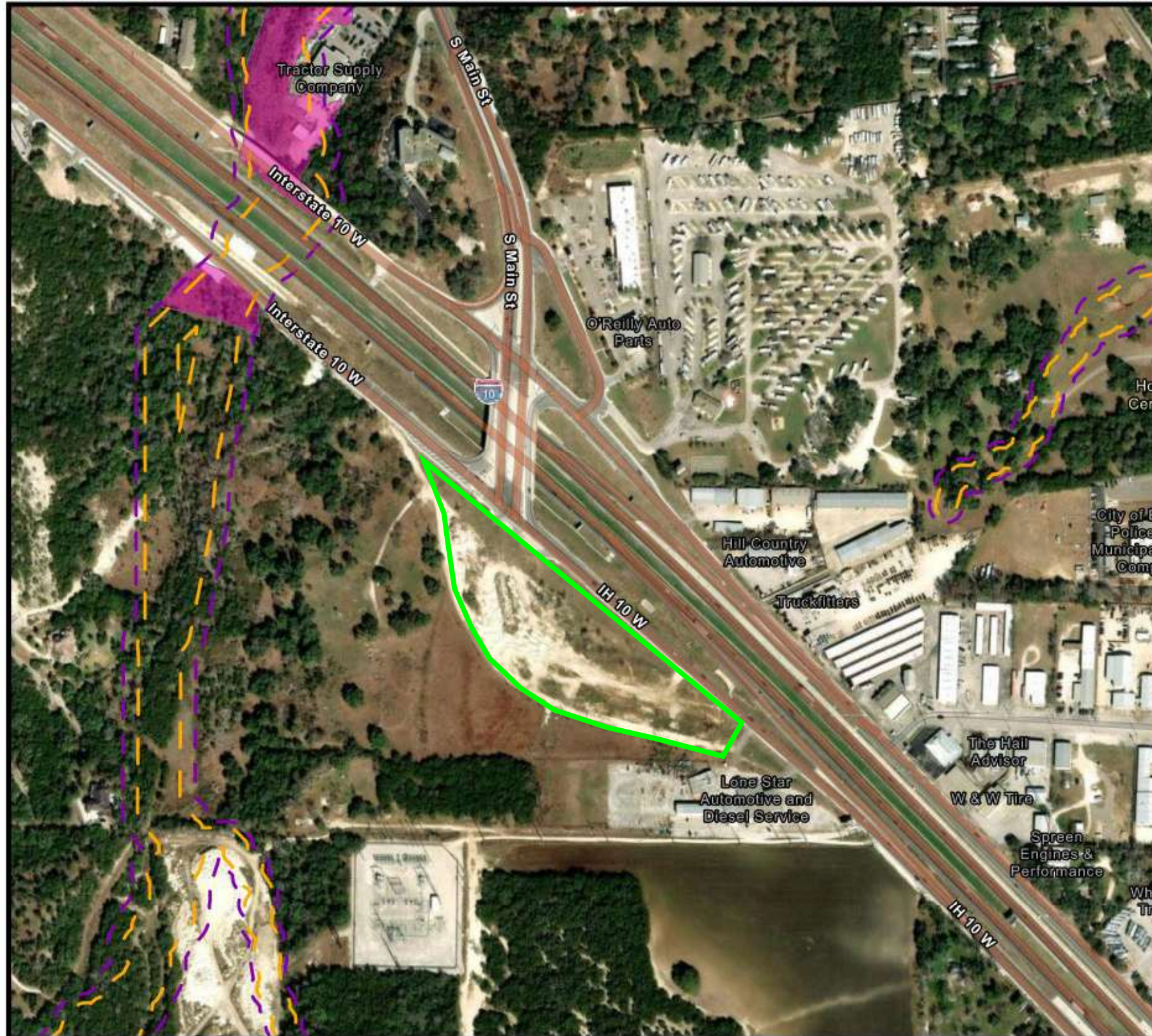


SUBJECT PROPERTY

5.155 acre tract(s)
immediately to the
east of the property
generally located at
33375 Interstate 10
W, Boerne, Texas,
78006

Legend

-  Subject Property
-  DPZ 1
-  DPZ 2
-  SARA Floodplain
-  SARA Floodway



From: [REDACTED]
Sent: Friday, June 27, 2025 9:22 PM
To: P&ZCommissioners <PZCommissioners@ci.boerne.tx.us>
Subject: Bucee's and Goodwill hearings on July 7th

Please - DO NOT MOVE FORWARD WITH APPROVING THESE TWO PROPOSED BUSINESS REQUESTS!

1. An article appeared today on MySA.com with Chris Shadrock informing the public of Bucee's request for development approval of just under 4 acres of land adjacent to their existing development. Just because Bucee's hasn't anticipated the need for the almost 4 additional acres for an expanded parking area they now want approved, doesn't mean they should be allowed to be approved! You can't convince me they have been sitting on their land purchase for over 10 years with no idea they would have a shortage of parking for customers???? Ridiculous! Why would this land pop up for use so suddenly, if there isn't some "behind the scenes" monetary incentives causing this request to even come up for consideration? It was purchased from TXDOT???

Bucee's needs to make the land use they presently have approval for work for them - NOT WITH PURCHASING/UTILIZING ADDITIONAL LAND!! TAXPAYERS HAVE HAD ENOUGH! Please do not approve this, we do not need any further concrete, asphalt and contaminated runoff from this land, nor do we need any more traffic congestion and thoroughfares there. Bucee's can live with their underestimated needs or just move on up or down the road.

2. Goodwill - to open a Goodwill store in our town, no matter where it might be located, will impact ALL of our existing Thrift Shops in Boerne. Boerne's thrift shops are VERY well established and provide highly consistent, beneficial support and relief to many causes and agencies in Boerne. (I donate to the local stores, not Goodwill, no matter what!) Goodwill is looking out only for high salaries for their top management and employees positions, and will not be involved with supporting our community or local thrift stores. Also, even though people donate within their local community to Goodwill, Goodwill sometimes transports donated items to other stores that are running low on

inventory. Kerrville has a store that Boerne residents can use. Furthermore, their pricing tiers for

selling donated items is quite out of the norm for a "used" merchandise store. Used items are priced fairly close to the retail price for items in a regular retail store.

Please deny their request.

Thank you,

Lu Rae M. Baggs

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into by and among the City of Boerne, a Texas home-rule municipal corporation ("City") and Buc-ee's, Ltd., a Texas limited partnership ("Developer"), on this 29th day of August, 2016 ("Effective Date"). City and Developer are sometimes individually referred to herein as a "Party" and are sometimes collectively referred to herein as the "Parties".

RECITALS:

WHEREAS, Developer is contemplating the purchase of land consisting of approximately 35 acres, including, but not limited to, two (2) tracts of land within the city of Boerne, being more specifically described by metes and bounds in **Exhibit A** attached hereto and incorporated herein ("Property") and being generally depicted on the site plan labeled **Exhibit B** attached hereto and incorporated herein ("Site Plan"); and

WHEREAS, in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code, City may establish and provide for the administration of a program for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity within the City; and

WHEREAS, in accordance with Chapter 380, Texas Local Government Code, the City hereby establishes such a program to provide incentives and financial assistance to the Developer to encourage and promote the development of the Property thereby enhancing and stimulating business and commercial activity in the City; and

WHEREAS, as a material inducement to Developer to purchase the Property and develop the Project (hereinafter defined) on the Property, the City has agreed to offer incentives to Developer, including, but not limited to, a sales tax rebate for a period of twenty (20) years, which will enable Developer to develop the Project on the Property; and

WHEREAS, as a material inducement to Developer to purchase the Property and develop the Supplemental Project (hereinafter defined) on the Property, the City has agreed to offer incentives to Developer, including, but not limited to, a sales tax rebate for a period of twenty (20) years, which will enable Developer to develop the Supplemental Project on the Property; and

WHEREAS, as a material inducement to Developer to purchase the Property and develop the Project and the Supplemental Project on the Property, City has agreed to cause the timely construction of certain off-site utility infrastructure (as hereinafter set forth in this Agreement), at City's sole cost and expense; and

WHEREAS, Developer has agreed, in exchange for and as consideration for the funding by City, to satisfy and comply with certain terms and conditions hereinafter set forth; and

WHEREAS, City has concluded and hereby finds that this Agreement substantially advances a legitimate interest of the City by promoting economic development, attracting new consumers to the City, expanding the sales tax base of the City, increasing employment, and generating new tax revenue for jurisdictions in Kendall County, which will help stimulate the overall local economy; and

WHEREAS, the City Council of the City of Boerne voted to authorize this Agreement on the 9th day of August, 2016.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and the promises and the mutual agreements set forth herein, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

ARTICLE I THE PROJECT

1. Project. Developer intends to construct, or cause to be constructed, a retail development consisting of a Buc-ee's travel center being no less than 50,000 square feet and providing no less than 90 fueling positions ("Project") on a portion of the Property ("Project Tract"). During the Project Term (defined in Article II, 1a), the Project will (i) provide at least 170 full time equivalent jobs within the first 12 months of the Project Term and (ii) will not promote the servicing and/or fueling of 18 wheel or similar vehicles (excepting those 18 wheel or similar vehicles delivering merchandise, supplies and/or fuel to the Project).

2. Supplemental Project. Developer intends to subdivide that portion of the Property not utilized for the Project into one or more tracts of land (each being a "Supplemental Tract") for the purpose of developing, leasing and/or selling the Supplemental Tracts for commercial purposes. The development of each individual Supplemental Tract shall constitute a separate "Supplemental Project".

ARTICLE II ECONOMIC INCENTIVES

1. Project Economic Development Grant. City shall pay to Developer an economic development grant in the form of periodic payments made solely from the 1.5% City Sales and Use Tax Revenue Received by the City from the Project pursuant to Chapter 380 of the Texas Local Government Code ("Project Economic Development Grant"). The Project Economic Development Grant is comprised exclusively of a Project City Payment (hereinafter defined) and shall be payable to Developer during the Project Term, unless this Agreement is earlier terminated pursuant to the terms hereof. Developer understands and agrees that City is not certifying or otherwise encumbering any funds for the Project Economic Development Grant and does not have any monies for the same. Developer agrees not to make any claims against City for any monies other than those from the 1.5% City Sales and Use Tax Revenue Received by the City from the Project.

a. Project City Payment. City shall make quarterly payments to Developer from sales and use tax revenues pursuant to Chapter 380 of the Texas Local Government Code in the amount of 50% of the 1.5% City Sales and Use Tax Revenue Received by the City from the Project ("Project City Payment") for the prior quarter. The Project City Payment shall be paid to Developer in quarterly installments for Sales and Use Taxes received by the City from the Property with the quarter beginning January 1 following the year the Project opens for business to the public on the Property ("Opening Day") and shall continue for a period of twenty (20) years ("Project Term"). Such quarterly installment Project City Payments shall be made by the City to the Developer on the last business day of May, August, November and February with the first payment being made on the last day of May following the January 1 after Opening Day. If this Agreement is not terminated prior to its expiration, the final Project City Payment to Developer shall be that portion

of the City Sales and Use Tax Received by the City from the Project as of the date of the expiration of the Project Term.

b. City Sales and Use Tax Received by the City from the Project. The "City Sales and Use Tax Received by the City from the Project" is defined as an amount equal to (i) 1.50% of the taxable sales and taxable purchases generated by the Project during the Project Term, regardless of when said amount is received by City. The Project Economic Development Grant shall be paid to Developer after the City Sales and Use Tax Received by the City from the Project has been paid to City by the collecting authority net of discounts and state fees, and therefore always run in arrears; therefore, the Project Economic Development Grant shall be deemed to include City Sales and Use Tax Received by the City from the Project during the Project Term but received by the City after the expiration thereof, including, but not limited to, those monies received by City after the collection period because of delinquency or protest. Further, the City Sales and Use Tax Received by the City from the Project shall be paid to Developer by the City notwithstanding supplementation, modification and/or amendment to any City Ordinance existing upon the Effective Date of this Agreement.

c. Project Economic Development Grant Limitation. City's obligation to pay the Project Economic Development Grant to Developer shall be restricted to City Sales and Use Tax Received by the City from the Project. City shall not be obligated to pay the Project Economic Development Grant from ad valorem taxes or any other source of revenue. The payment or delivery of any Project Economic Development Grant hereunder shall not be an admission of the Developer's unqualified entitlement to same. The City retains the right to review the Developer's entitlement to and will require any corrective action as may be supported by this Agreement, including without limitation, requiring the Developer to refund any overpayment to the City within thirty (30) days of such demand or the right of the City to withhold all or part of a Project Economic Development Grant for such overpayment. The Developer's obligations under this paragraph shall survive termination of this Agreement.

2. Supplemental Project Economic Development Grant. City shall pay to Developer an economic development grant in the form of periodic payments made solely from City Sales and Use Tax Received by the City from each Supplemental Project pursuant to Chapter 380 of the Texas Local Government Code ("Supplemental Project Economic Development Grant"). The Supplemental Project Economic Development Grant is comprised exclusively of a Supplemental Project City Payment (hereinafter defined). Each Supplemental Project shall have the same commencement date and expiration date as the Project Term. Developer understands and agrees that City is not certifying or otherwise encumbering any funds for the Supplemental Project Economic Development Grant and does not have any monies for the same. Developer agrees not to make any claims against City for any monies other than those from the City Sales and Use Tax Received by the City from each Supplemental Project.

a. Supplemental Project City Payment. City shall make payments to Developer from sales and use tax revenues pursuant to Chapter 380 of the Texas Local Government Code in the amount of 50% of the 1.5% City Sales and Use Tax Received by the City from each Supplemental Project. The Supplemental Project City Payment for each Supplemental Project shall be paid to Developer in quarterly installments beginning January 1 following the year said Supplemental Project opens for business to the public on the Property and shall continue until the expiration of the Project Term (each being "Supplemental Project Term"). Such quarterly installment Supplemental Project City Payments shall be made by the City to the Developer on the last business day of May, August,

November and February. The first quarterly installment Supplemental Project City Payments shall be made by the City to the Developer on the last business day of May following the January 1 after the Supplemental Project opens for business. If this Agreement is not terminated prior to its expiration, the final Supplemental Project City Payment to the Developer for each Supplemental Project shall be that portion of the City Sales and Use Tax Received by the City from said Supplemental Project as of the date of the expiration of the Project Term.

b. City Sales and Use Tax Received by the City from each Supplemental Project. The "City Sales and Use Tax Received by the City from each Supplemental Project" is defined as an amount equal to 1.50% of the taxable sales and taxable purchases generated by each Supplemental Project during said Supplemental Project Term, including, but not limited to, those monies received after the collection period because of delinquency or protest. The Supplemental Project Economic Development Grant is calculated and paid after taxes have been paid to City, and therefore always run in arrears; therefore, the Supplemental Project Economic Development Grant shall be deemed to include City Sales and Use Tax Received by the City from each Supplemental Project during each Supplemental Project Term but received by the City after the expiration thereof.

c. Supplemental Project Economic Development Grant Limitation. City's obligation to pay the Supplemental Project Economic Development Grant to Developer shall be restricted to City Sales and Use Tax Received by the City from the Supplemental Projects. City shall not be obligated to pay the Supplemental Project Economic Development Grant from ad valorem taxes or any other source of revenue. The payment or delivery of any Supplemental Project Economic Development Grant hereunder shall not be an admission of the Developer's unqualified entitlement to same. The City retains the right to review the Developer's entitlement to and will require any corrective action as may be supported by this Agreement, including without limitation, requiring the Developer to refund any overpayment to the City within thirty (30) days of such demand or the right of the City to withhold all or part of a Project Economic Development Grant for such overpayment. The Developer's obligations under this paragraph shall survive termination of this Agreement.

3. Extension of Water, Sanitary Sewer, Electric, and Gas to the Property. On or before 90 days following the commencement of construction of the Project on the Property, City shall, at the City's sole cost and expense, for purposes of serving the full development and use of the Property for the Project and the Supplemental Project:

a. Extend (or cause to be extended) to the northwestern Property boundary line and make available for connection by Developer a sanitary sewer main being no less than twelve (12) inches in diameter, such sanitary sewer main shall be located as depicted on Exhibit B;

b. Extend (or cause to be extended) to the southwestern Property boundary line and make available for connection by Developer a water main being no less than twelve (12) inches in diameter, such water main shall be located as depicted on Exhibit B; further,

- (i) City will be wholly responsible for the installation and costs associated with any necessary off Property water main looping; and
- (ii) Developer will be wholly responsible for the installation and costs associated with any necessary on Property water main looping.

c. Provide (or cause to be provided) to the eastern Property boundary line and make available for connection, a 3-phase overhead primary electric distribution line, such electric distribution line shall be located as depicted on Exhibit B; and

d. Provide (or cause to be provided) to the eastern Property boundary line and make available for connection a 6-inch natural gas distribution main capable of providing a service flow no less than 776 cfm at 5 psi, such location of the natural gas distribution main shall be located as depicted on Exhibit B.

Collectively the above referenced sanitary sewer line, water line, electric service and natural gas service shall be referred to as "Utilities."

4. Credit Towards City Fees. City shall provide Developer with a credit towards any City-related fees and costs (i.e. impact, permit, etc.) in the amount of Two Hundred Twenty-three Thousand Two Hundred Eighty-five and No/100 Dollars (\$223,285.00). In the event the City does not receive the Grant (defined below), Developer shall not be entitled to receive this credit towards any City related fees and costs. If the City provided such credit, in whole or in part, towards any City-related fees, the Developer is obligated to reimburse the City for the payment of such City-related fee within thirty (30) days of receipt of a written statement of an unconditional denial of said Grant from the granting authority.

5. Transfer of Texas Department of Transportation Right-of-Way. The Texas Department of Transportation ("TxDot") owns in fee simple a tract of land contiguous to the Property, which TxDot tract of land is more particularly described on **Exhibit C**, attached hereto and incorporated herein and generally depicted on the Site Plan ("TxDot Tract"). Pursuant to that one certain letter from TxDot dated July 26, 2016, copy attached hereto as **Exhibit D**, TxDot has represented that, with respect to the TxDot Tract, *"Upon the completion of the I-10/BUS 87 S interchange and frontage road project, TxDot will consider the excess right of way on the south side of the intersection as highlighted in the attached layout as surplus and subject to sale in accordance with our rules and regulations concerning disposition of surplus roadway right of way."* Pursuant to §202.021, Texas Transportation Code, the Parties acknowledge that the City has a priority right to purchase the TxDot Tract if TxDot sells said property. However, the City hereby agrees that if and when any portion of the TxDot Tract other than that portion upon which Buc-ee's Way ROW is to be built, is offered to the City for sale, the City (1) will waive its priority right to purchase said tract and (2) use good faith efforts to allow Developer, as the abutting property owner, the right to purchase the TxDot Tract as allowed an abutting property owner under *Tex. Transp. Code § 202.021*. For the purposes of the program, incentives and financial assistance created in this Agreement, if an and when all or any portion of the TxDot Tract is transferred and conveyed to Developer, the description of the Property contained herein above and described on Exhibit A, attached hereto, shall be deemed modified to additionally encompass that portion of the TxDot Tract actually transferred and conveyed to Developer.

6. Extension of Buc-ee's Way ROW. The Parties acknowledge that the development of the Project is dependent upon the extension of Main Street west of Interstate 10, more particularly described by metes and bounds in **Exhibit E** attached hereto and generally depicted on the Site Plan (hereinafter "Buc-ee's Way ROW"). A portion of the land upon which the Buc-ee's Way ROW shall be located is on the TxDOT Tract ("TxDot Portion of Buc-ee's Way ROW") and the other portion is on the Property ("Developer Portion of Buc-ee's Way ROW") (collectively referred to as "Buc-ee's Way ROW Land"). Developer hereby agrees to transfer and convey to the City the Developer Portion of Buc-ee's Way ROW if and when City has sufficient authority to begin construction on the TxDot Portion of Buc-ee's Way ROW. The City hereby agrees that it will immediately enter into good faith discussions with TxDot and Developer in an attempt

to obtain authority from TxDot to begin construction of the Buc-ee's Way ROW on the TxDot Portion of Buc-ee's Way ROW as soon as possibly allowed by TxDot ("TxDot Authority"). Further, conditioned upon obtaining TxDot Authority, the City hereby agrees that within 150 days following the commencement of the construction of the Project, City will build and complete the construction of the Buc-ee's Way ROW, at its sole cost and expense. Construction of the Buc-ee's Way ROW shall be designed and constructed as a Primary Collector street per plans and specifications in accordance with the City of Boerne Subdivision Ordinance and the Master Thoroughfare Plan. If TxDot Portion of Buc-ee's Way ROW is transferred and conveyed to Developer subsequent to the date the City begins construction of the Buc-ee's Way ROW, Developer agrees to transfer and convey to the City the TxDot Portion of the Buc-ee's Way ROW.

7. Texas Capital Fund Grant. The Parties shall use their best commercial efforts to obtain a grant from the Texas Capital Fund to supplement the costs associated with the improvements required in Article II, Sections 3, 4, 5 and 6 herein ("Grant"). Developer shall pay for any fees reasonably related and necessary to the City's application for said Grant. Developer agrees that it shall use its best efforts to obtain the Grant by filing the necessary applications and committing to the State of Texas' minimum requirements to obtain said Grant.

8. Funding for Improvements. At the City's written request and if permitted by law, the Parties will use good faith efforts to enter into a separate agreement that provides for the Developer to initially pay for the extension of the Utilities and/or extension of Buc-ee's Way ROW (items for which the City is responsible for providing at City's sole expense) with the promise of reimbursement by the City in no more than five (5) annual installments.

ARTICLE III COMPANY REQUIREMENTS

1. Conveyance of Right-of-Way for Extension of Buc-ee's Way. Developer shall, at no cost to the City, convey the Buc-ee's Way Extension Right-of-Way to the public for its intended purpose. Such Buc-ee's Way Extension Right-of-Way must comply with the requirements for a City Primary Collector contained within the Subdivision Ordinance and the major Thoroughfare Plan in effect. Such Right-of-Way conveyance shall either (a) be reflected on a plat filed of record or (b) be evidenced by separate instrument from Developer (or other party as the case may be) to the public. City hereby represents and warrants to Developer that City shall not require Developer to construct or pay for any portion of the Buc-ee's Way Extension in connection with Developer's development and use of the Property. Developer hereby represents and warrants to the City that the Developer shall not require the City to pay for any portion of the land for the Right-of-Way being conveyed for the Buc-ee's Way Extension.

2. Conveyance of Utility Easements. Developer shall, at no cost to the City, convey to the City any and all easements reasonably necessary as determined by the City Manager or his designated representative, to extend Utilities to and through the Property. Such easement conveyance shall either (a) be reflected on a plat filed of record or (b) be evidenced by separate instrument from Developer (or other party as the case may be) to the public (such form easement is attached as **Exhibit F**). City hereby represents and warrants to Developer that City shall not require Developer to construct or pay for any portion of the Utility improvements required herein. Developer hereby represents and warrants to the City that the Developer shall not require the City to pay for any portion of the Utility Easements being conveyed for the Extension of the Utilities.

3. Dedication of Open Space Under separate agreement Developer shall, at no cost to the City, convey to the City an area of open space and park land no less than 5 acres restricted to open space for the benefit of the City generally depicted on the Site Plan ("Park Land") which is attached hereto as Exhibit B. Notwithstanding anything to the contrary, said Park Land shall be used in the computation of any open space, impervious cover, or drainage area requirements for the design, permitting, and completion of the Project and the Supplemental Project as required by the City of Boerne Subdivision Ordinance.

4. Reporting Requirements. No later than thirty (30) days after the close of each quarter during the Project Term, Developer will provide City with a copy of the Texas Sales and Use Tax Return that Developer submits to the Comptroller of the State of Texas relating to Developer's remission of City Sales and Use Tax Received by the City from the Project as a result of the operation of the Project and the Supplemental Project ("Report"). Upon written request of the City, Developer will promptly provide to the City the business name and/or filing name used for filing with the Texas Comptroller's Office by any owner or lessee of the Project and/or Supplemental Project[s] as is necessary to calculate any Project City Payment or Supplemental Project City Payment due under the terms of this Agreement.

5. Developer Representations. Developer makes the following covenants and warrants to City, and agrees to timely and fully perform the following obligations and duties:

- a. Developer is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Project Term and the Supplemental Project Term. As used herein, the term "good standing" means the status of Developer with the Comptroller of the State of Texas shall be "Active".
- b. No litigation or governmental proceeding is pending or, to the knowledge of Developer, threatened against or affecting Developer that may result in any material adverse change in Developer's business or operation.
- c. No bankruptcy proceedings or other similar proceedings are currently pending or contemplated and Developer has not been informed of any potential involuntary bankruptcy proceedings.
- d. Developer shall remain current and in good standing with all sales taxes, property taxes, fees and other recurring charges of the City of Boerne, the State of Texas, and Kendall County taxing jurisdictions throughout the Project Term and the Supplemental Project Term.

ARTICLE IV MISCELLANEOUS PROVISIONS

1. Default; Remedies. Any Party to this Agreement that believes that the other Party to this Agreement has defaulted in the performance of any condition, term, representation and/or obligation owed to that Party under this Agreement shall within ten (10) business days after discovery of said default, give written notice of the default to the defaulting Party, specifying in detail the provision or provisions of this Agreement that have allegedly been breached and what specific action must be taken to cure or correct the default.

- a. Developer Event of Default. Developer shall be in default under this Agreement if it fails to timely comply with any term, covenant, representation or condition of or made in this

Agreement. The foregoing is referred to herein as a "Developer Event of Default". City may terminate this Agreement in the event of a Developer Event of Default if, after giving Developer ninety (90) days prior written notice of the occurrence of a Developer Event of Default, Developer fails to either cure the default within said ninety (90) day period or such longer period as may be allowed by the City, which shall be City's sole and exclusive remedy for a Developer Event of Default. If the City terminates this Agreement due to the Developer's Event of Default, City is no longer obligated to provide the Developer with any Article II Economic Incentives.

b. City Event of Default. City shall be in default under this Agreement if City fails to timely comply with any term, covenant or condition of this Agreement. The foregoing is referred to herein as a "City Event of Default". If, after giving City ninety (90) days prior written notice of the occurrence of a City Event of Default, City fails to cure the default within said ninety (90) day period or such longer period as may be allowed by Developer, Developer shall have all rights in law or in equity.

c. Change of Applicable Law. City may terminate this Agreement without an Event of Default by Developer and effective immediately if any state or federal statute, regulation, Texas Supreme Court case law, or other law renders this Agreement illegal, including, but not limited to, binding Texas case law holding that an agreement under Chapter 380 rebating taxes, such as this Agreement, is an unconstitutional debt.

d. Damages Allowed. Notwithstanding anything contained in this Agreement to the contrary, under no circumstance shall either Party be entitled to punitive, special or consequential damages.

2. No Waiver. Nothing contained in this Agreement shall be construed in any way to limit or to waive the City's sovereign immunity except that the City and Developer hereby acknowledge and agree that this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended. The City agrees that its immunity from suit is waived for the limited purpose of adjudicating a claim for breach of this Agreement, which is subject to the terms and conditions of Subchapter I of Chapter 271, Texas Local Government Code.

3. Chapter 245 Waiver. Nothing in this Agreement shall be implied to vest any rights in the Parties. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code. COMPANY WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

4. Applicability of Ordinances. Developer acknowledges and agrees that this Agreement does not alter the applicability of the ordinances of City. Further, this Agreement does not waive or limit any of the obligations of Developer to City under any other ordinance whether now existing or in the future arising. This Agreement: (i) is not in any manner to be considered a waiver by the Parties of any requirement contained in the City's ordinances and/or development requirements; (ii) will not and does not conflict with the City's ordinances and/or development requirements, and in the event of such a conflict the terms of the City's ordinances and/or development requirements control; and (iii) does not modify any of the City's ordinances and/or development requirements. Where silent in this Agreement, the terms of City's ordinances and/or development requirements shall control.

5. Separate Status. NONE OF THE TERMS OR PROVISIONS OF THIS AGREEMENT SHALL BE DEEMED TO CREATE A PARTNERSHIP BETWEEN OR AMONG THE PARTIES IN THEIR RESPECTIVE BUSINESSES OR OTHERWISE, NOR SHALL IT CAUSE THEM TO BE CONSIDERED JOINT VENTURES OR MEMBERS OF ANY JOINT ENTERPRISE. IN EXECUTING THIS AGREEMENT AND IN PERFORMING THEIR RESPECTIVE OBLIGATIONS, EACH PARTY IS ACTING INDEPENDENTLY. THE CITY ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT, AND THE COMPANY AGREES TO INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS FROM ANY SUCH LIABILITIES RELATING TO THIS AGREEMENT TO THE EXTENT THAT SUCH LIABILITIES ARISE SOLELY AND DIRECTLY AS A RESULT OF A NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF COMPANY.

6. Construction and Interpretation.

a. Whenever required by the context of this Agreement, (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa, and (ii) use of the words "including", "such as", or words of similar import, when following any general term, statement or matter, shall not be construed to limit such statement, term or matter to specific terms, whether or not language of non-limitation, such as "without limitation" or "but not limited to" are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, term or matter.

b. The captions preceding the text of each article and section of this Agreement are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

c. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one (1) complete document.

7. Revenue Sharing Agreement. The City designates this Agreement as a revenue sharing agreement, thereby entitling the City to request Sales and Use Tax information from the State Comptroller, pursuant to Section 321.3022 of the Texas Tax Code, as amended.

8. Assignability. Developer may assign or transfer its rights (including the right to receive payments), duties and obligations under this Agreement to any person or entity only with prior written approval and consent by City, which approval shall not be unreasonably withheld, conditioned or delayed. However, City hereby consents to an assignment of the Developer of its rights, (including the right to receive payments), duties and obligations under this Agreement to an affiliate, subsidiary or related party of Developer, provided City is given thirty (30) days' advance written notice of such assignment.

9. Severability. If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

10. Complete Agreement. This Agreement represents the complete agreement of the Parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this

Agreement. Any amendment to this Agreement must be in writing and signed by all Parties hereto or permitted or approved assignees.

11. Exhibits. All exhibits attached to this Agreement are incorporated herein by reference and are expressly made part of this Agreement as if copied verbatim.

12. Notice. Any notice or demand, which any party is required to or may desire to serve upon the other, must be in writing, and shall be sufficiently served if (i) personally delivered, (ii) sent by registered or certified mail, postage prepaid, or (iii) sent by commercial overnight carrier, and addressed to:

If to City:

City of Boerne
Attn: City Manager
402 E. Blanco
Boerne, TX 78006

If to Developer:

Buc-ee's, Ltd.
Attn: Arch H. Aplin III
327 FM 2004
Lake Jackson, Texas 77566

or such other address or addresses which any Party may be notified in writing by any other Party to this Agreement.

Such notice shall be deemed to have been served (a) four (4) business days after the date such notice is deposited and stamped by the U.S. Postal Service, except when lost, destroyed, improperly addressed or delayed by the U.S. Postal Service, or (b) upon receipt in the event of personal service, or (c) the first business day after the date of deposit with an overnight courier, except when lost, destroyed or improperly addressed; provided, however, that should such notice pertain to the change of address to either of the Parties hereto, such notice shall be deemed to have been served upon receipt thereof by the Party to whom such notice is given.

13. Force Majeure. In the event any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, it is agreed that on such Party's giving notice and full particulars of such force majeure in writing to the other Party as soon as possible after the occurrence of the cause relied upon, then the obligations of the Party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure" as used herein, shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, explosions, breakage or damage to

machines or pipelines and any other inabilities of either party, whether similar to those enumerated or otherwise and not within the control of the parties claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

14. Forum Selection. This Agreement and the relationship between the Parties shall be governed and interpreted under the laws of Texas without regard to any conflict of laws provision. Venue for any suit arising out of any relationship between the Parties shall be the appropriate court in the county in which the Property is located.

15. Appointment of Representatives. To further the commitment of the Parties to cooperate in the implementation of this Agreement, the Parties shall designate and appoint a representative to act as a liaison between the Parties. The initial representative for the City shall be the City Manager or his designee ("City Representative"), and the initial representative for Developer shall be Stan Beard ("Developer Representative"). The representatives shall be available at all reasonable times and places to discuss and review the performance of the Parties to this Agreement and the development of the Property pursuant to the Site Plan.

16. Effective Date. This Agreement shall be binding and take effect only upon all Parties signatures hereto, attachment of all required exhibits, and receipt by the Parties of a fully executed copy hereof. For the purposes of timetables provided in this Agreement, the Effective Date shall be the date first above written.

17. Representation of Authority. City represents and warrants to Developer that it is duly authorized and empowered to enter into this Agreement, subject to the terms and conditions contained therein, and has the legal authority to make a grant to Developer as provided in this Agreement. Developer represents and warrants that it is duly authorized and empowered to enter into this Agreement, subject to the terms and conditions contained herein.

18. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the Parties, respectively.

19. Legal Contest. This Agreement is entered into in accordance with applicable law as understood by the Parties. In the event any part, provision or paragraph hereof shall become unenforceable by reason of judicial decree or determination, the Parties agree to the extent possible to ensure that all other provisions of this Agreement, including the intent of this Agreement, be honored and performed.

20. Economic Incentives Constitute a Program. This Agreement constitutes an economic development program to promote state or local economic development and to stimulate business and commercial activity in the City and the area annexed for limited purposes pursuant to Article III, Sec. 52-a, Texas Constitution and Chapter 380, Texas Local Government Code.

21. Public and Confidential Information. Information provided by or on behalf of Developer pursuant to this Agreement that Developer considers to be proprietary and/or confidential and marked as such shall be maintained by City as confidential to the extent allowed by law. If proprietary financial or trade secret information is requested under the Texas Public Information Act ("Act"), City shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests and Developer shall be responsible for defending the confidentiality of such information.

22. Automatic Termination. In the event Developer elects not to proceed with the acquisition of the Property or the development of the Project, Developer will notify City in writing and this Agreement and the obligations of the Parties hereunder shall automatically terminate and be of no further force or effect as of the date of such notice. Should this Agreement automatically terminate per the terms of this Section, Developer will reimburse the City for all Article II Economic Incentives made to, or on behalf of, Developer under this Agreement with interest at the City's weighted average yield of its investment portfolio from the date the Article II Economic Incentives were made to, or on behalf of, the Developer to the date of repayment. Developer's obligation to reimburse the City for Article II Economic Incentives made to Developer survives termination of this Agreement.

23. Final Termination. If a term, covenant or condition of this Agreement does not have an earlier express termination date, all terms covenants and conditions of this Agreement shall automatically terminate upon the expiration of the Project Term.

24. During the Term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. § 1324a(f), the Developer shall repay the City all Payments made plus any other funds received by, or made on behalf of, the Developer from the City as of the date of such violation, such payment being due within 120 business days after the date the City is notified by the Developer of such violation, with interest at the City's weighted average yield of its investment portfolio from the date the such Article II Economic Incentive was made to, or on behalf of, Developer to the date of the repayment. In no event shall any provision hereof be deemed to have waived any defense the Developer may have to any allegation of a violation of 8 U.S.C. § 1324a(f).

25. Within thirty (30) days following a written request therefore, the Company will provide to the City a letter from Company certifying that they are in compliance with this Agreement. Such request shall be made no more than once each calendar year.

26. Incorporation of Recitals. The Recitals set forth hereinabove are declared true and correct and are hereby incorporated into and made a part of this Agreement for all purposes.

(Signature Page Follows)

8/29/2016
Date

CITY:

CITY OF BOERNE

By: Ronald C. Bowman
Ronald C. Bowman, City Manager

ATTEST:

Lori A. Carroll
LORI A. CARROLL, City Secretary

Approved as to form:

[Signature]
City Attorney's Office

DEVELOPER:

BUC-EES, LTD

By: Buc-ee's Management, LLC,
a Texas limited liability company,
its general partner

8/15/16
Date

By: Arch H. Aplin III
Arch H. Aplin III, its President

LIST OF EXHIBITS

Exhibit A	Description of Property
Exhibit B	Site Plan
Exhibit C	TxDot Tract
Exhibit D	TxDot Letter dated July 26, 2016
Exhibit E	Buc-ee's Way ROW description
Exhibit F	Form Utility Easement

EXHIBIT A

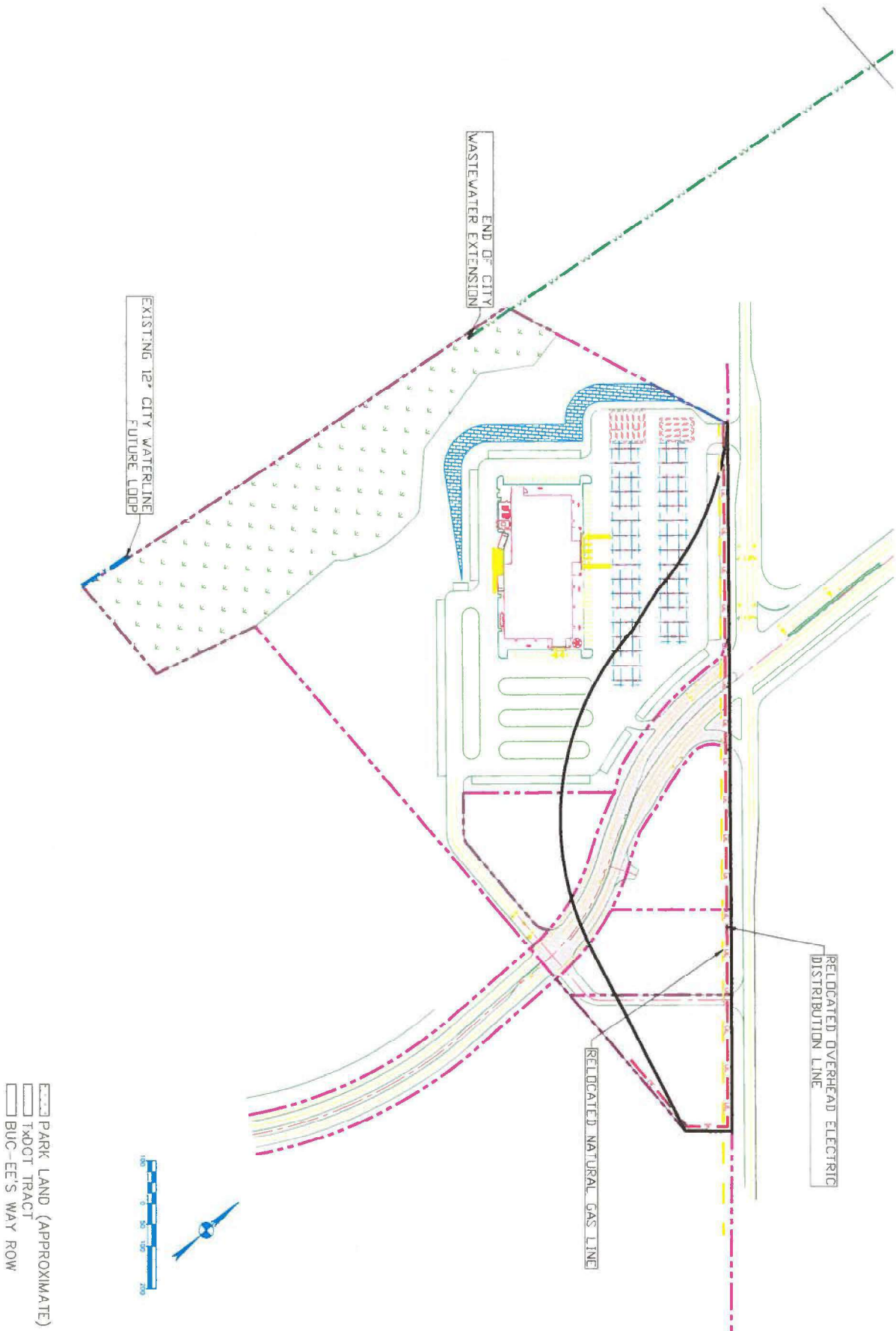
Description of Property

A Metes and Bounds description, mutually acceptable to the parties, to be attached when completed and made part of this Agreement

EXHIBIT B

SITE PLAN

Copyright 2016 Ratcliff Engineering Services, L.L.C.
 This document is prepared by R.E. Ratcliff, L.L.C. and is the property of R.E. Ratcliff, L.L.C. It is to be used only for the project and location specified. It is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of R.E. Ratcliff, L.L.C.



SHEET EMB-B
 OF

**EXHIBIT B
 SITE PLAN**
 BUC-EE'S - BOERNE
 BUSINESS 87 & INTERSTATE HIGHWAY 10
 BUC-EE'S, LTD.

SHEET INFORMATION			
DATE: 08-12-2016	PROJECT NO: 00030-12	DESIGNED BY: ESR	GROUP BY: ESR
APPROVED BY: JSC	APPROVED BY: JSC	FILE NAME: BUC-EE'S	PLANT NAME: 1101
ISSUED FOR PERMIT REVIEW & BIDDING ONLY			
ISSUED FOR CONSTRUCTION			



RATCLIFF ENGINEERING SERVICES, L.L.C.
 P.O. BOX 17881
 DALLAS, TEXAS 75217
 OFFICE (214) 855-7887
 TSPS FORM #1424

THIS DOCUMENT IS THE PROPERTY OF RATCLIFF ENGINEERING SERVICES, L.L.C. IT IS TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFIED. IT IS NOT TO BE REPRODUCED, STORED IN A RETRIEVAL SYSTEM, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC, MECHANICAL, PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE PRIOR WRITTEN PERMISSION OF RATCLIFF ENGINEERING SERVICES, L.L.C.

REVISIONS			
NO.	REVISION	DATE	BY
1	PRELIMINARY		

EXHIBIT C

TXDOT Tract

A Metes and Bounds description, mutually acceptable to the parties, to be attached when completed and made part of this Agreement

EXHIBIT D

TXDOT Letter



Texas Department of Transportation

4615 N.W. LOOP 410, SAN ANTONIO, TEXAS 78229-0928 | 210.615.1110 | WWW.TXDOT.GOV

July 26, 2016

Mike Schultz
Mayor, City of Boerne
402 E. Blanco Rd.
Boerne, TX 78006

Dear Mayor Schulz:

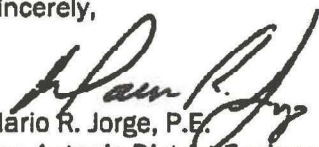
The following should address the requested consideration discussed at our coordination meeting on July 21, 2016.

Upon completion of the I-10/BUS 87 S interchange and frontage road project, TxDOT will consider the excess right of way on the south side of the intersection as highlighted in the attached layout as surplus and subject to sale in accordance with our rules and regulations concerning the disposition of surplus roadway right of way.

Once the specific area is surveyed and delineated, we will coordinate with our Real Estate Management Group who will be handling the sale process. The surplus sale process will begin when the construction of the I-10/BUS 87 S. interchange and frontage road project is finalized or at a minimum substantially complete.

Thank you for your interest in our transportation system. If you have any questions, please contact me.

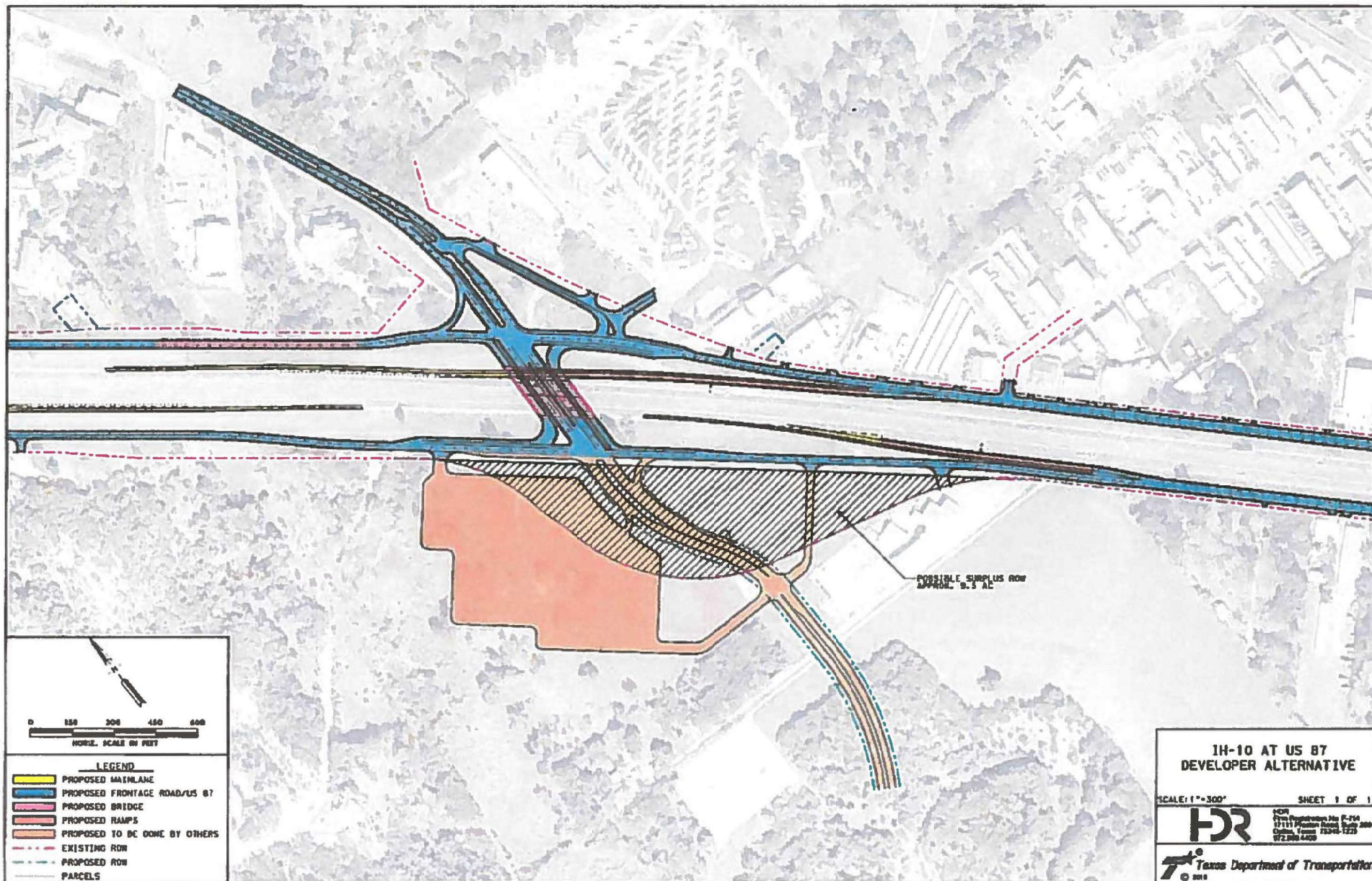
Sincerely,

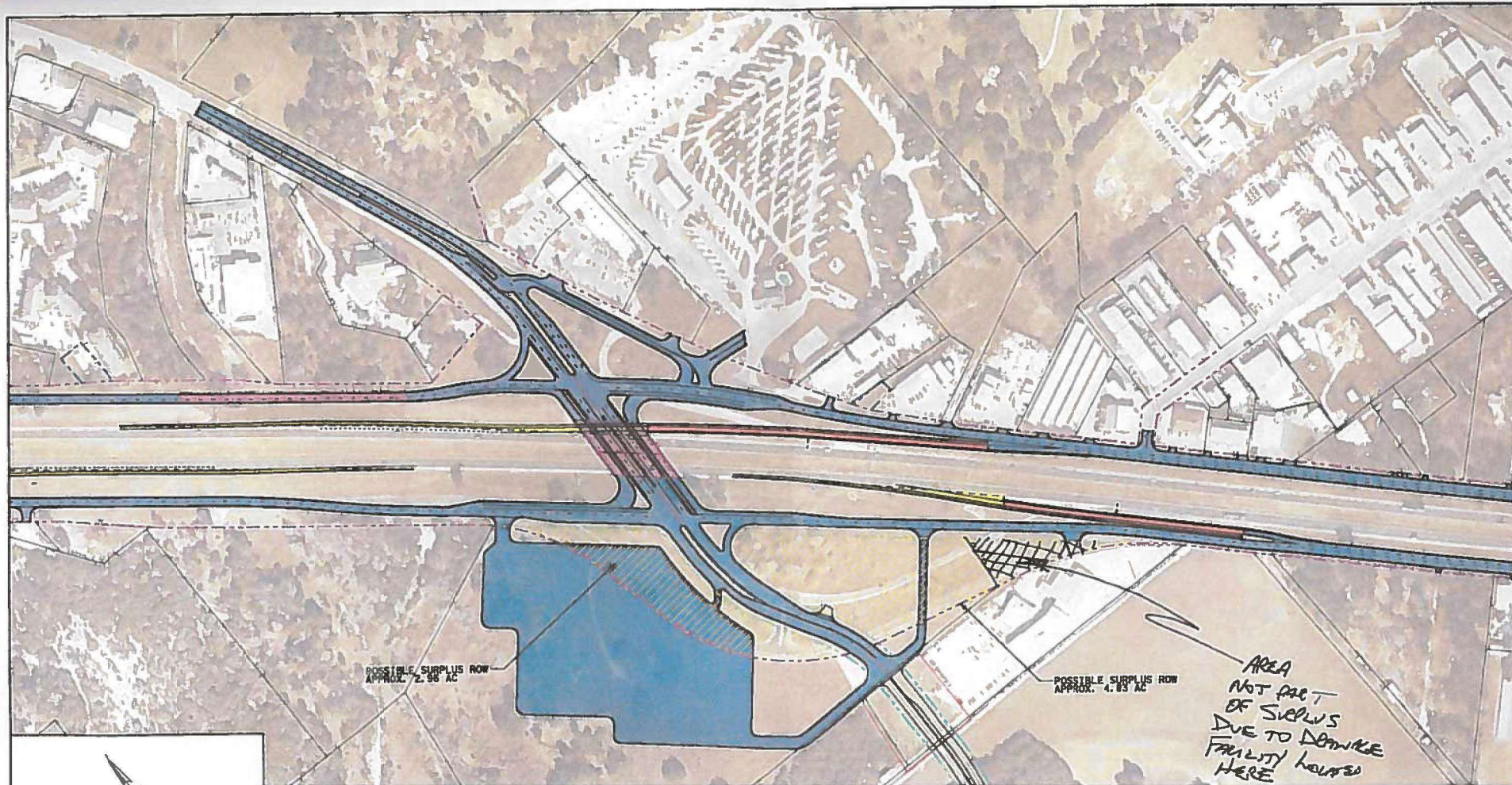

Mario R. Jorge, P.E.
San Antonio District Engineer

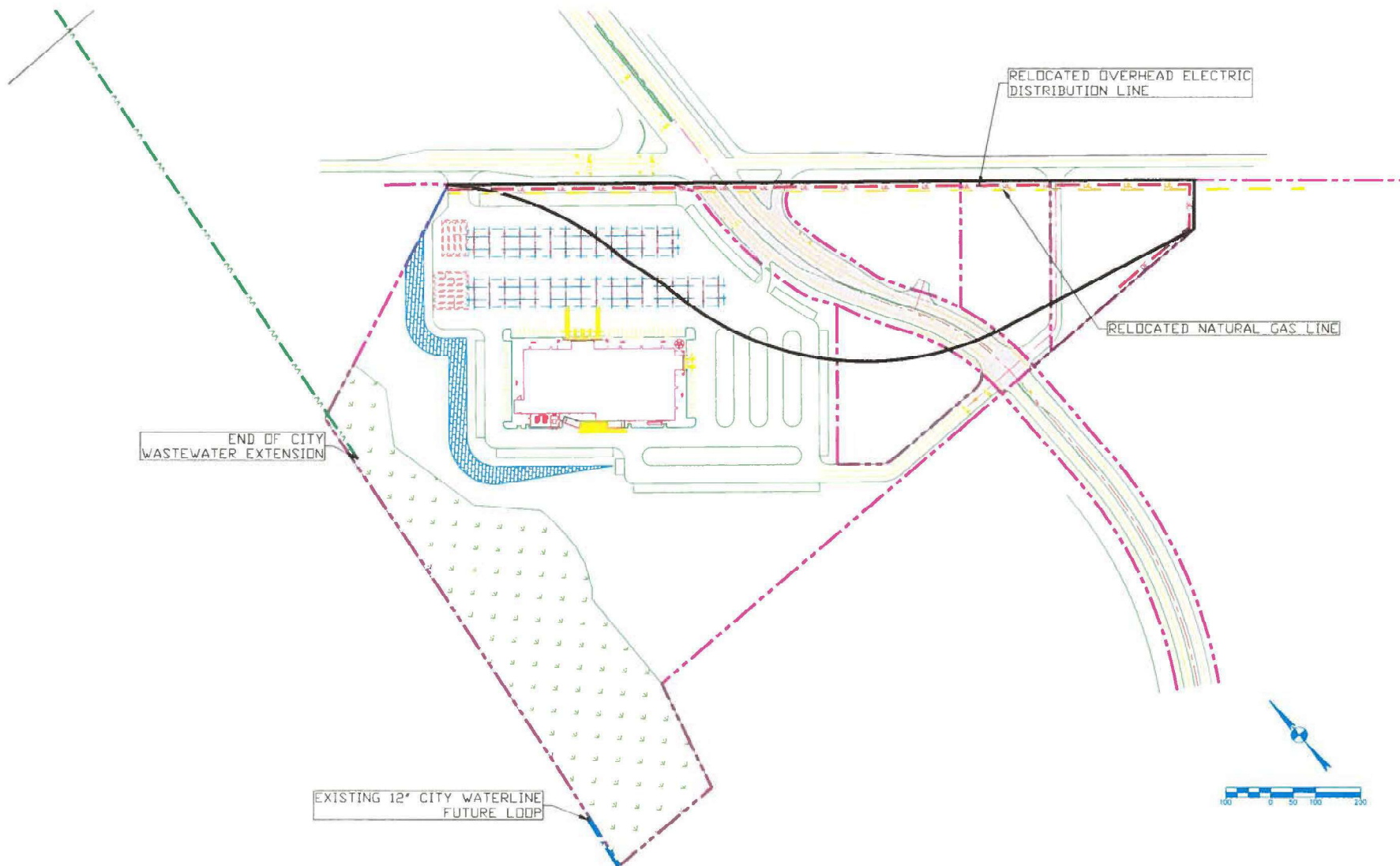
OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer







PARK LAND (APPROXIMATE)
 TxDOT TRACT
 BUC-EE'S WAY ROW



REVISIONS	DATE	BY	APP'D
PRELIMINARY			

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF REVIEW ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR FINAL PURPOSES.

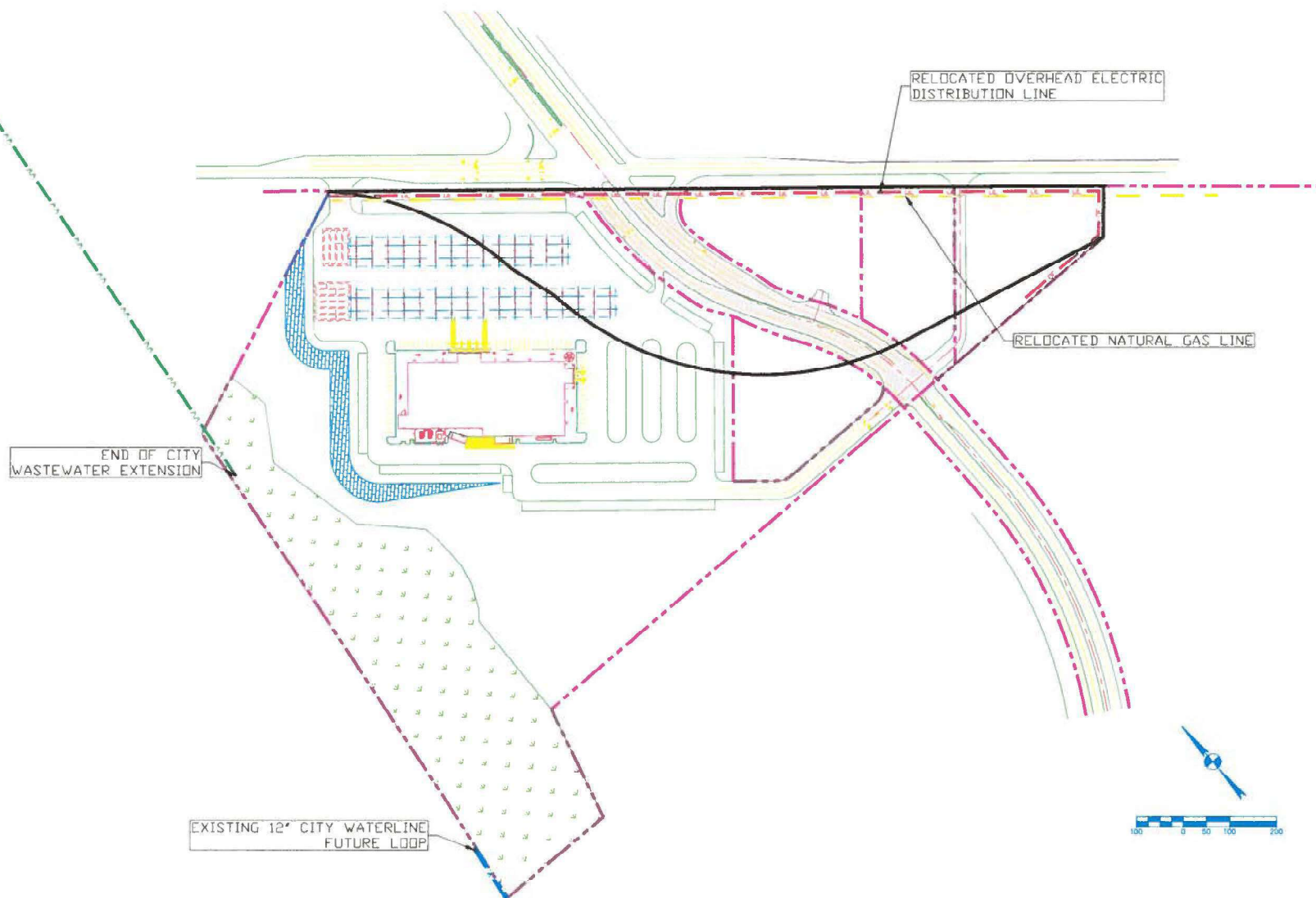
RATTIFF ENGINEERING SERVICES, L.L.C.
 P.O. BOX 1081
 DALLAS, TEXAS 75202
 PHONE (214) 880-7807
 FAX (214) 880-7808



SHEET INFORMATION	
DATE: 08-12-2014	PROJECT NO: 10000-10
DESIGNED BY: RSE	APPROVED BY: LJC
CHECKED BY: RSE	DATE: 08-12-2014
CREATED FOR: BUC-EE'S	PROJECT: BUC-EE'S
CREATED FOR: BUC-EE'S	PROJECT: BUC-EE'S
CREATED FOR: BUC-EE'S	PROJECT: BUC-EE'S

EXHIBIT B
SITE PLAN
 BUC-EE'S - BOERNE
 BUSINESS 87 & INTERSTATE HIGHWAY 10
 BUC-EE'S, LTD.

DRAWING
 SHEET: EXH-B
 OF



- PARK LAND (APPROXIMATE)
- TxDOT TRACT
- BUC-EE'S WAY ROW



REVISIONS			
NO.	REVISION	DATE	BY
1	PRELIMINARY		

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF REVIEW UNDER THE AUTHORITY OF DAVID S. RATCLIFF, P.E. ON THE DATE SHOWN HEREON. IT IS NOT TO BE USED FOR CONSTRUCTION, RECORDING, OR FOR ANY PURPOSES OTHER THAN THOSE FOR WHICH IT WAS PREPARED.

RATCLIFF ENGINEERING SERVICES, LLC
P.O. BOX 1007
GALVESTON, TEXAS 77550-1007
OFFICE (409) 760-7887
FAX (409) 760-7881



SHEET INFORMATION			
DATE	10-22-2015	PROJECT NO.	10000-10
DESIGNED BY	ESB	ISSUED BY	ESB
CHECKED BY	ESB	PROJECT SCALE	AS SHOWN
CREATED FOR	BOERNE	CREATED FOR	BOERNE
CREATED FOR	BOERNE	CREATED FOR	BOERNE

EXHIBIT B
SITE PLAN
BUC-EE'S - BOERNE
BUSINESS 87 & INTERSTATE HIGHWAY 10
BUC-EE'S, LTD.

DRAWING
SHEET: EXH-B
OF

EXHIBIT E

Buc-ee's Way ROW Description

A Metes and Bounds description, mutually acceptable to the parties, to be attached when completed and made part of this Agreement

EXHIBIT F

Form Utility Easement

**PERMANENT EASEMENT
FOR UTILITIES**

Grantor:

Grantor's Mailing Address (including county):

Grantee: City of Boerne, A Municipal Corporation,
of Kendall County, Texas

Grantee's Mailing Address (including county):

Post Office Box 1677,
Boerne, Kendall County, Texas

Property:

All those certain tracts, pieces, or parcels of land, lying and being situated in the County of Kendall, State of Texas, described as _____ (the "Property").

Grant of Easement:

For and in consideration the sum of TEN AND NO/100 DOLLARS (\$10.00), the benefits to be derived herefrom, and other good and valuable consideration, all paid to and received by the undersigned from the Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned Grantor GRANTS, SELLS, and CONVEYS unto the Grantee an easement and right-of-way over, and upon the Property (the "Easement") for the following purposes.

Utilities, including, without limitation, sewer, water, gas, electric, telephone and cable television, with all necessary and/or desirable lines, laterals and/or appurtenances thereto (the "Utilities").

Said Easement being a _____ foot (____') wide strip of land, described in Exhibits "A" and "B" attached hereto and made a part hereof for all purposes.

Together with the right of ingress and egress over passable areas of the Grantor's adjacent land, when the delineated entrance point that abuts public right-of-way is obstructed and/or inaccessible, either in whole or in part, in order to access or leave the Easement for the purpose of constructing, reconstructing, inspecting, patrolling, operating, maintaining, repairing, and removing the Utilities; the right to place new or additional Utilities in the Easement and to change the size of the Utilities within the Easement; the right to relocate along the same general direction of the Utilities; the right to remove from the Easement all trees and parts thereof, or other obstructions, which reasonably endanger or may reasonably interfere with the efficiency of the Utilities; and the right to place temporary structures for use in constructing or repairing the Utilities.

TO HAVE AND TO HOLD the above described Easement unto the Grantee, its successors and assigns, until the Easement shall be abandoned by the Grantee, as evidenced by a Certificate of Abandonment executed by the Mayor or his designated representative.

This Easement is MADE and ACCEPTED subject to the following:

1. The Grantor specifically reserves the right to use all or any part of the Easement for any purpose, which does not damage, destroy, injure, and/or unreasonably interfere with the Grantee's use of the Easement. However, the easement shall be kept clear of all structures, trees, large plants and other improvements.
2. The Grantee shall make commercially reasonable efforts to ensure the damage to the Property is minimized and will at all times, after doing any work in connection with the Utilities, restore the Property to the condition in which the Property was found before such work was undertaken to the extent that such restoration is reasonable in accordance with the Grantee's usual and customary practices.
3. The Grantee shall install double swing gates with a minimum clear opening of twelve (12) feet wide wherever fences cross the Easement.

Each person signing this Permanent Easement for Utilities represents and warrants that he or she is duly authorized and has the legal capacity to enter into and execute this Permanent Easement for Utilities. Grantor warrants and represents to Grantee that execution of this Permanent Easement for Utilities and the performance of such Grantor's obligations hereunder have been duly authorized and that the Permanent Easement for Utilities is valid and legally binding on such Grantor and is enforceable in accordance with its terms

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this _____ day of _____, 20__ A.D.

By:

[Notary Page Follows]

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__ A.D., by

_____.

(Seal)

Notary Public In and For
The State of Texas
My Commission Expires: _____
Printed Name of Notary:

ORDINANCE NO. 2020-18

AN ORDINANCE AMENDING THE CITY OF BOERNE ZONING ORDINANCE NO. 2007-64, CAPTIONED, "ZONING ORDINANCE OF THE CITY OF BOERNE, TEXAS", DATED DECEMBER 18, 2007, BY AMENDING ARTICLE 3, SECTION 13, PERMANENT ZONING OF 5.155 ACRES OF TXDOT RIGHT-OF-WAY LOCATED AT IH-10 WEST (IH-10 "SURPLUS NORTH" TRACT THAT ADJOINS THE FUTURE BU-CEES DEVELOPMENT LOCATED AT 33375 IH-10 WEST) TO B-2, HIGHWAY COMMERCIAL DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SEVERANCE CLAUSE; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Boerne has complied with all requirements of notice of public hearing as required by the Zoning Ordinance of the City of Boerne; and

WHEREAS, the TxDOT right-of-way is currently roadway and it is not zoned; and

WHEREAS, it is the intent of the City Council to provide harmony between existing zoning districts and proposed land uses; and

WHEREAS, the City Council desires to amend the Zoning Map by zoning 5.155 acres of TxDOT right-of-way located at IH-10 West (IH-10 "Surplus North" tract that adjoins the future Buc-ees development located at 33375 IH-10 West) to B-2, Highway Commercial District;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS:

Section 1.

That Article 3, Section 13, of the Zoning Ordinance of the City of Boerne, Texas, and particularly the Zoning Map of the City of Boerne, is amended by zoning the following described tracts of land:

5.155 acres of TxDOT right-of-way located at IH-10 West (IH-10 "Surplus North" tract that adjoins the future Buc-ees development located at 33375 IH-10 West) to B-2, Highway Commercial District.

Section 2.

That the Zoning Maps of the City of Boerne be amended to indicate the previously described change.



Section 3.

That all provisions of the Code of Ordinances of the City of Boerne not herein amended or repealed shall remain in full force and effect.

Section 4.

That all other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent that they are in conflict.

Section 5.

That if any provisions of this ordinance shall be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

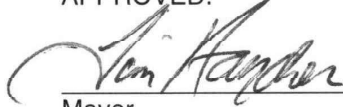
Section 6.

This ordinance will take effect upon the second and final reading of same.

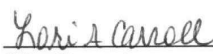
PASSED AND APPROVED on this the first reading the 9th day of June, 2020.

PASSED, APPROVED AND ADOPTED on this the second reading the 23rd day of June, 2020.

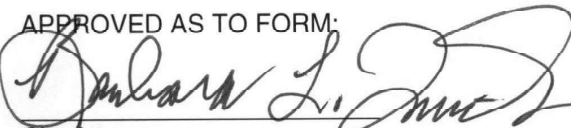
APPROVED:


Mayor

ATTEST:


City Secretary

APPROVED AS TO FORM:


City Attorney

July 31, 2025

Mr. Stan Beard, Jr.
Director: Real Estate and Development
327 FM 2004
Lake Jackson, TX 77566

RE: Zoning Determination for 5.155 acres located at 33375 IH-10 West

Dear Mr. Beard:

This letter serves as a formal zoning determination for the 5.155-acre property located at IH-10 West (IH-10 "Surplus North" tract that adjoins the future Buc-ee's development located at 33375 IH-10 West) within the City of Boerne, Kendall County, Texas, as shown on the attached exhibit.

The property was previously zoned B-2 under the City's former zoning ordinance by City Council in June 2020 (Ordinance No. 2020-18). With the adoption of the Unified Development Code (UDC) in July 2021 (Ordinance No. 2021-21), the B-2 zoning district was retired and is no longer in use, and a new zoning district was not assigned to this property.

Upon review of the current UDC and an evaluation of the intent and use provisions of the former B-2 designation, the City has determined that the appropriate corresponding zoning district under the UDC is C-3 (Community Commercial). This determination has been made in accordance with the City's authority to interpret and apply zoning classifications in cases where legacy zoning districts no longer exist.

This determination will be presented to the Planning & Zoning Commission for recommendation and to the City Council for formal ratification. The target date for Planning & Zoning Commission consideration is September 8, 2025, due to the Labor Day holiday. In the meantime, this letter may serve as the City's official position regarding the applicable zoning designation for purposes of development review. Accordingly, your team may proceed with platting and construction activities under the assumption that the property is zoned C-3, consistent with this determination.

If you have any questions regarding this determination, please do not hesitate to contact our office.

Respectfully,



Nathan Crane, AICP
Planning Director
City of Boerne

Cc: file



447 N. Main Street, Boerne, TX 78006
Phone: 830-249-9511 Fax: 830-249-9264

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City of Boerne

Buc-ee's Project Briefing

AUGUST 27, 2025



Presented By:
City Manager's Office



Collaboration • Integrity • Service • Excellence • Respect

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Buc-ee's Boerne Project Briefing: A Historical Record

Introduction

The purpose of this document is to establish a factual, chronological record of the Buc-ee's project in Boerne, Texas. It provides a clear account of the events, decisions, and obligations that have shaped the project over nearly a decade, drawing primarily from official records of the Planning and Zoning Commission, the City Council, the Boerne Kendall County Economic Development Corporation (BKEDC), and other contractual or public proceedings. This document also outlines Buc-ee's commitments as defined by formal agreements with the City, including development requirements, infrastructure responsibilities, and related conditions tied to approval.

The intent of this record is transparency. By compiling information from meeting minutes, ordinances, staff reports, agreements, and archived correspondence, the City seeks to present a comprehensive and verifiable account. Wherever possible, this report avoids speculation, relying instead on official records and documented outcomes.

Creating such a record presents unique challenges. The majority of the City Council members, Planning and Zoning Commissioners, BKEDC staff, and City staff directly involved in the early stages of the project are no longer in those positions. As a result, much of the institutional memory surrounding the project has diminished, requiring a deliberate reconstruction of events from available documentation.

This report should therefore be considered a living record. While it reflects the best available information as of its preparation, additional facts may come to light through future research or new developments in the project's implementation. When that occurs, appendices or updates may be added to maintain an accurate and evolving history.

Ultimately, this document is intended to serve as a reliable reference for decision-makers, stakeholders, reporters, residents and the general public. By documenting the project's history and obligations in detail, the City aims to ensure that ongoing discussion about the Buc-ee's development rests on verified facts rather than incomplete or anecdotal accounts. In doing so, it supports informed decision-making, promotes public trust, and provides a technical historical record that balances clarity with precision.

Executive Summary

This comprehensive briefing consolidates City records to document the history and current status of the Buc-ee's project at I-10 and Business 87.

The concept of bringing Buc-ee's to Boerne originated in 2015, when the Boerne Kendall County Economic Development Corporation (BKEDC) first initiated outreach

conversations with the company. These early efforts established the foundation for the project.

The City Manager at that time had a phone call with Beaver Aplin soon after the EDC contacts started, and shortly afterward, staff in the city manager's office began discussions with planning, finance, and utilities staff regarding the feasibility of completing the likely needed infrastructure and 380 agreement to bring a Buc-ee's development to Boerne. City staff conducted a comprehensive cost-benefit analysis, including contacting New Braunfels (the nearest existing Buc-ee's) to get accurate estimates for projecting AV and sales tax revenues, utility revenues, and assessing the impacts on roads, police, fire, and other city services. Recent agreements related to 380 incentives used by other cities were examined to determine the size of incentives awarded to Buc-ee's in different parts of Texas. Multiple meetings took place over the years among the city of Boerne staff, EDC staff, Buc-ee's staff, and the Texas Department of Transportation (TxDOT) staff.

The City of Boerne's documented involvement began in 2016, when City Council formally approved an Economic Development Agreement (DA) with Buc-ee's, Ltd. under Chapter 380 of the Texas Local Government Code. Since that time, the project's progress has been closely tied to TxDOT led interchange and access road improvements, City utility relocations, and plan approvals.

Key policy framework changes after the project's 2016 approval have shaped how the City manages its review processes: adoption of the Boerne Master Plan (2018) and the Unified Development Code (UDC, 2021), which consolidated development regulations into a single document and strengthened standards for dark sky, drainage, landscaping, and design.

From the outset, both Buc-ee's and the City have worked within the timelines and requirements set by TxDOT, whose major roadway construction took years longer than forecast and significantly delayed Buc-ee's schedule. The original construction target was for an opening in 2019-2020. Additionally, several elements originally approved in the 2016 DA remain binding, while current staff continue working with Buc-ee's to align newer aspects of the project with updated community standards.

Initial grading and public-infrastructure work began in February 2025; vertical construction and fuel systems require additional permits still under review. In summer 2025, Buc-ee's finalized the acquisition of a TxDOT surplus tract along I-10 for accessory parking, which requires a zoning ratification. A public hearing on this request is expected in September 2025.

This document is intended to provide a transparent, fact based record of the project's history, decisions, and obligations, ensuring that current and future discussions are grounded in verified information.

Economic Development Agreement (DA) – Buc-ee’s Obligations and City Commitments

On August 9, 2016, the Boerne City Council approved an Economic Development Agreement (DA) under Chapter 380 of the Texas Local Government Code with Buc-ee’s, Ltd. The purpose of the agreement was to encourage the construction of a large-format Buc-ee’s Family Travel Center in Boerne, with the goal that this flagship project would generate significant ad-valorem, sales tax, and utility revenue, create jobs, and stimulate surrounding commercial growth.

The City’s goals were clear: expand its ad valorem and sales tax base, generate new utility revenues for electric, water, gas, and wastewater treatment, create significant employment opportunities, and attract complementary commercial activity. Providing ad valorem value to the Boerne Independent School District without increasing student population and subsequent service demand was also a consideration. By connecting Buc-ee’s development to infrastructure upgrades, the City aimed to use the project as a way to increase utility and road capacity in the area. The agreement resulted from a partnership among the City of Boerne, the Boerne Kendall County Economic Development Corporation (BKEDC), and Kendall County Commissioners Court.

Key Terms of the 2016 Agreement

The 2016 DA established mutual obligations for both the City and Buc-ee’s.

- **The Buc-ee’s Project**
The primary facility was defined as a minimum 50,000 square foot Family Travel Center, ultimately planned at 53,471 square feet, with at least 90 fueling positions. The agreement prohibited fueling of 18-wheelers, except for delivery trucks, and required creation of at least 170 full-time equivalent jobs within one year of opening.
- **Supplemental Projects**
Buc-ee’s retained the ability to subdivide unused land into commercial tracts. Each supplemental tract could receive incentives under the same terms as the main travel center, thereby encouraging complementary development. Fast forward to today, from the original intent of the DA, a decision has been made that these supplemental projects are no longer planned for the site since all purchased land is now being used for the fueling facility, adjacent parking lot, and additional buffer/open space.
- **Economic Incentives**
The City agreed to provide Buc-ee’s a sales tax rebate equal to 50% of the City’s 1.5% sales tax collected from the Travel Center for twenty years. Supplemental projects would qualify for the same rebate during that same term. Rebates would be paid quarterly, in arrears, and only on actual tax receipts. Importantly, the DA did not offer property tax abatements or incentives from any other City revenues,

including utilities. Kendall County established an agreement that mirrored the city's new sales tax rebate at the same level (50% of their 0.5% sales tax collected for 20 years).

- **City Infrastructure Commitments**

The City committed, at its sole cost, to extend 12-inch sanitary sewer and water mains, provide three-phase electric service, and install a six-inch natural gas line to the site boundaries within 90 days of construction start. The City also committed to construct "Buc-ee's Way," a primary collector road extending Main Street west of I-10. Additionally, the City agreed to waive its right of first refusal on certain TxDOT surplus right-of-way so Buc-ee's could acquire it, and to provide a \$223,285 credit toward City fees if a Texas Capital Fund grant was secured. Another side note: since the adoption of the DA, the Texas Capital Fund (TCF) Infrastructure and Real Estate Development Program, which provided grants to non-entitlement communities (cities with populations under 50,000 and counties under 200,000) for public infrastructure and real estate development to support job creation, is no longer active and is not accepting applications.

- **Developer Commitments**

In return, Buc-ee's agreed to convey the right-of-way for Buc-ee's Way and provide necessary utility easements at no cost. The company also committed to dedicate at least five acres as park or open space, remain current on all taxes and fees, and provide quarterly sales tax reports necessary for rebate calculations.

- **Performance and Compliance**

The DA required Buc-ee's to comply with all applicable City ordinances and permitting standards upon submittal of first development application. The agreement could be terminated in cases of default, change in law, or a decision by Buc-ee's not to proceed. Repayment provisions applied for violations such as the employment of undocumented workers. The agreement's term runs for twenty years beginning January 1 following the store's opening, with all supplemental project rebates expiring concurrently.

Publicly Stated Economic Impact

When the project was announced in August 2016, officials and company representatives highlighted its projected economic benefits. Buc-ee's anticipated creating over 170 full-time jobs, generating approximately \$25 million in taxable sales annually, contributing \$180,000 annually in school taxes, and making a \$40 million private capital investment.

At the time, then-Mayor Mike Schultz emphasized the long-term benefits: *"This will be huge in the dividends that it will pay in our community for years and years to come."* A Buc-ee's spokesperson underscored the site's advantages, citing Boerne's location on the interstate, its strong community, and its employment base.

The BKEDC had worked for more than a year on the proposal before Buc-ee's filed its formal application for development incentives on July 19, 2016.

Follow-Up Actions on the Agreement

On April 13, 2020, the City issued a funding request letter to Buc-ee's under Article II, Section 8 of the agreement. The City proposed that Buc-ee's front the costs of utility extensions and Buc-ee's Way construction, with reimbursement distributed over five years. This structure was intended to keep the project on schedule by ensuring that infrastructure obligations could be met without delay.

Key Takeaways

For stakeholders, several points are essential in understanding the 2016 agreement:

- The DA provided no property tax abatements—only a partial sales tax rebate tied directly to actual taxable sales.
- All incentives are performance-based, with no upfront cash outlays from the City.
- Infrastructure commitments were designed to serve both Buc-ee's and other surrounding properties.
- Public value was supported by measurable forecasts, binding reporting requirements, and a clear compliance framework.

Zoning History, Procedural Observations, and Vesting Rights

Background and Initial Zoning Actions (2020)

In preparation for the Buc-ee's development, zoning adjustments were required for TxDOT-owned right-of-way adjacent to the proposed site. In 2020, Buc-ee's and TxDOT jointly requested that the land be rezoned to B-2 Highway Commercial, consistent with adjacent Buc-ee's-owned parcels.

The rezoning process followed all statutory procedures under Texas Local Government Code Chapter 211. On May 4, 2020, the Planning and Zoning (P&Z) Commission voted unanimously to recommend approval. City Council approved the request unanimously on both first reading (June 9, 2020) and final reading (June 23, 2020). No opposition was voiced at either P&Z or Council hearings.

The total area rezoned amounted to 5.15 acres, divided by a planned future connection to Tilbury Boulevard. Once adopted, this zoning classification was binding and could not be removed without due process.

Subsequent Property Acquisition (2023)

In summer 2023, Buc-ee's began the process of officially acquiring the remaining 2.5-acre TxDOT tract of the total 5.15 acres on the west side of the project. This expansion reflected the company's long-term site plan but did not alter the zoning framework established in 2020.

Discovery of Oversight During Parking Expansion Proposal (2025)

In mid-2025, Buc-ee's informed the City of its intent to utilize the eastern portion of the 5.15-acre tract for expanded parking. During review of this request, staff discovered that the parcel had not been reassigned a zoning classification under the Unified Development Code (UDC) adopted in July 2021.

This omission represented an administrative oversight. When the UDC replaced prior zoning categories — including the B-2 Highway Commercial district — the 5.15-acre parcel was inadvertently left without an updated designation. This clerical gap persisted for nearly four years, even though the 2020 rezoning itself remained valid and uncontested.

Zoning Determination and Proposed Correction (2025)

On July 31, 2025, following consultation with the City Attorney, the Planning Director issued a formal zoning determination. The determination concluded that the most appropriate UDC equivalent to the retired B-2 district was C-3 Community Commercial.

The reasoning was threefold:

- C-3 zoning most closely aligns with the intent and uses of the former B-2 Highway Commercial category.
- Surrounding parcels in the immediate area are already classified as C-3, ensuring consistency.
- Development for these parcels under C-3 zoning requires compliance with modern standards governing parking, landscaping, dark-sky lighting, and stormwater detention.

While the determination guides immediate development review, it requires ratification through the public process:

- September 8, 2025 (target): Planning and Zoning Commission to consider the proposed classification and make a recommendation.
- Subsequent City Council action: Final decision following P&Z recommendation.

Property Owner's Position and Rights

Under Texas Local Government Code, the property owner retains the right to review and, if desired, contest the proposed classification. Buc-ee's may present evidence that another UDC district more closely reflects the intent of the original B-2 zoning.

Key Takeaways for Stakeholders

- The 2020 rezoning to B-2 Highway Commercial was fully compliant, and properly noticed.
- The 2021 omission during UDC adoption was an administrative oversight, not a reversal of the earlier rezoning.
- The proposed C-3 classification is intended to preserve the original commercial development intent.
- The formal public process in 2025 ensures transparency, public participation, and final ratification by P&Z and City Council.

Signage

Overview

Signage for the Buc-ee's travel center has remained one of the most visible and debated aspects of the project. For many residents, the issue symbolizes the broader tension between Boerne's economic development aspirations and the community's desire to preserve its aesthetic identity and transparent governance.

Early Discussions and Development Agreement Context

Correspondence from 2016–2017 shows that Buc-ee's and City staff considered including signage provisions in the original Economic Development Agreement (DA). Draft proposals envisioned:

- One primary Buc-ee's sign up to 500 square feet in area and approximately 75 feet in height, subject to a field study.
- Co-location of tenant signage for adjacent tracts on the same sign pole to avoid multiple high-rise signs.
- Standard monument signs (no taller than 8 feet, no larger than 64 square feet) for individual pad site street frontages.

These ideas were intended to balance Buc-ee's visibility requirements with community concerns about sign proliferation. Ultimately, however, the language was not incorporated into the executed 2016 agreement.

Regulatory Background

At the time, Boerne's sign ordinance, established in 2008, set the following baseline limits for freeway-oriented, self-supported signs located within 100 feet of Interstate 10:

- Height: 40 feet maximum.
- Area: 100 square feet maximum for single establishments; up to 250 square feet for commercial complexes.

The ordinance also contained a specific exception: under Section BB(4)(c), the Sign Review Committee—consisting of the Chief of Police, the Fire Marshal, and the Director of Planning and Community Development—could administratively approve larger or taller signs if site-specific conditions justified it. The committee could authorize up to 75 feet in height and 300 square feet in area. Importantly, this process was administrative and did not require public hearings or City Council involvement.

Buc-ee's Sign Application History

- October 24, 2017 – City Council Action: Buc-ee's sought variances to allow a sign as tall as 100 feet. One motion to deny outright was made; another attempted to authorize a 77-foot sign. Both motions failed, leaving the ordinance standards intact.
- December 19, 2017 – Buc-ee's submitted a new signage application and supporting documents requesting the Sign Committee meet and consider approval as allowed under the ordinance under Section BB(4)(c). They requested that the sign review committee approve a 75-foot sign—the maximum height permitted administratively. It is not entirely clear when the sign committee met, as there is no official agenda or minutes since this was an administrative committee. One can assume that the committee met within 10 business days of December 19th, since the ordinance clearly stated that part of the process, as advised by the City Attorney.
- January 25, 2018 – Buc-ee's submits the official city sign permit application.
- March 23, 2018 - Buc-ee's sends the planning director a letter summarizing the signage agreed upon as allowed by the sign committee.
- April 27, 2018 – The planning director sends a letter to Buc-ee's stating that the Sign Committee had approved the sign at 75 ft. The committee's decision did not return to the Council because the ordinance explicitly authorized the committee to act independently within that limit.
- April 30, 2018 – Sign permit application officially approved by staff.

- May 3, 2018 – Sign permit issued to Buc-ee’s.

The committee’s report established:

1. Buc-ee’s could erect one self-supporting sign of 75 feet in height and 300 square feet in area.
2. One adjacent development tract could host a 40-foot sign, but additional tracts could not.
3. All other signage must comply with ordinance requirements in effect at the time of permit application.

Buc-ee’s later confirmed it would utilize the 75-foot sign and forgo use of the secondary 40-foot sign.

Public Concerns and Controversy

The signage issue has continued to animate opposition, particularly because of how the sequence unfolded:

- **Transparency Concerns:** Residents perceived the administrative approval as circumventing the Council’s 2017 denial. In reality, the ordinance created two distinct paths: (1) variance (requiring Council consideration) and (2) administrative review (via staff designated committee). Buc-ee’s pursued the latter after the variance was denied, a choice legally permissible under the ordinance.
- **Aesthetic Compatibility:** Many argued that the scale of the 75-foot sign was inconsistent with Boerne’s desired character and gateway vision.
- **Dark Sky Standards:** Kendall County and the City have adopted “Dark Sky” measures to reduce light pollution. Residents expressed doubt that Buc-ee’s signage and lighting would comply, given the travel center’s large scale. Staff has consistently required Buc-ee’s to meet applicable Dark Sky provisions as codified in the 2019 ordinances.

Vesting Rights and Applicable Standards

Under Texas Local Government Code Chapter 245, development projects “vest” to the regulations in place when a qualifying application is filed. Buc-ee’s submitted its initial qualifying development application (preliminary plat) in 2019, securing its rights to be reviewed under the City’s ordinances as they existed at that time.

As a result, even though the City has since updated its sign ordinance, Buc-ee's signage is governed by the 2019 standards. The 75-foot sign was approved under those rules and remains legally valid.

This principle is often misunderstood and labeled as "special treatment." In fact, vesting rights are a state law designed to ensure predictability for (building) permit applicants and developers: once a project begins under a certain set of rules, later changes cannot retroactively apply. While this sometimes frustrates communities seeking to apply newer, stricter standards, it reflects a balance established in Texas law between municipal authority and property rights.

Key Takeaways for Stakeholders

1. Buc-ee's initial request for a variance above 100 feet was denied by City Council in 2017.
2. In late 2017, the company lawfully pursued administrative approval under a separate ordinance provision, resulting in a 75-foot sign.
3. The administrative process did not require Council approval or public hearings, which fueled perceptions of a "backroom" decision.
4. Buc-ee's signage remains subject to Dark Sky and other requirements applicable under the 2019 vested ordinances.
5. The signage history illustrates both the limits of Council discretion under state law and the importance of clarifying how multiple regulatory processes intersect.

Traffic Impact Analysis (TIA) – Requirements, Findings, and Status

City TIA Code Framework

Since 2009, the City of Boerne has required Traffic Impact Analyses (TIAs) for developments that generate significant traffic. These requirements, now incorporated into the Unified Development Code (UDC), apply throughout the permitting process—including zoning, platting, site development, and building permit stages.

Key provisions include:

- **Trigger Threshold:** Any project generating more than 100 additional peak-hour trips must submit a full TIA.
- **Scope:** Studies evaluate impacts within a two-mile radius, covering roadway segments, access points, and intersection operations.

- Performance Standard: Traffic is graded by “Level of Service” (LOS), ranging from A (free-flow) to F (failing). Boerne requires projects to ensure intersections operate at LOS C or better.
- Mitigation Obligations: Where intersections already operate below LOS C, developers must prevent conditions from worsening by more than 10% beyond background growth. Acceptable mitigation measures include turn lanes, pavement widening, signal upgrades, pedestrian facilities, or access controls.

These requirements ensure that major developments like Buc-ee’s do not impose disproportionate traffic burdens on surrounding infrastructure.

Buc-ee’s TIA History

Because of its projected scale and customer volume, the Buc-ee’s Travel Center required a full TIA. The first study was prepared in May 2017, but rapid changes in roadway conditions, particularly TxDOT’s reconstruction of the I-10 frontage roads and replacement of the South Main Street bridge, quickly rendered it outdated. City staff required updated analyses before any site development permit could be approved.

Review Timeline:

- May 8, 2017 - Initial TIA prepared by Buc-ee’s consultants.
- October 10, 2019 - City Planning forwards 2017 TIA to the City’s third-party traffic consultant for review.
- October 23, 2019 - City provides technical comments.
- November 8, 2019 - New City engineering staff begin coordination of responses.
- May 2, 2024 - Buc-ee’s submits Site Development Permit (SDP) package with the outdated 2017 TIA.
- May 10, 2024 - Application deemed deficient (unapproved TIA, missing building plans, and missing TxDOT approvals).
- May 20, 2024 - City advises Buc-ee’s to update TIA to reflect post-TxDOT construction roadway network.
- July 30, 2024 - TIA Submittal #2 received.
- September 6, 2024 - City issues comments on TIA Submittal #2.
- September 16, 2024 - TIA Submittal #3 submitted.

- September 30, 2024 - City issues comments on Submittal #3.
- October 11, 2024 - Technical review of SDP #2 concludes; application marked deficient.
- July 14, 2025 - TIA Submittal #4 received.
- August 14, 2025 - City issues comments on Submittal #4 (latest review to date).

This cycle reflects both the complexity of the project and the City's insistence on keeping traffic data current with TxDOT's evolving highway improvements.

Findings and Next Steps

The Buc-ee's project will not be allowed to open until all required TIA findings are addressed. Mitigation measures recommended by the approved TIA must be implemented in coordination with TxDOT before the facility begins operation.

At present, City review of the latest (fourth) TIA submittal is ongoing. Site development permits remain incomplete pending resolution of traffic concerns, building permit submissions, and final TxDOT approvals.

Transparency and Public Value

This record demonstrates that Buc-ee's has been held to the same traffic standards as any other large-scale development in Boerne. When older traffic studies became outdated, City staff required updated submittals and withheld approvals until deficiencies were addressed. Far from being expedited, the Buc-ee's project has undergone repeated technical review to ensure compliance with adopted code and regional transportation conditions.

Utility Infrastructure Requirements and Status

Early Coordination (2016–2018)

Utility planning for the Buc-ee's project began in 2016 following the execution of the Chapter 380 Economic Development Agreement. Early discussions covered:

- Water and Sewer: Initial work focused on sizing water meters and exploring options to extend sewer service via a new Suggs Creek Sewer Main.
- Natural Gas and Electric: Early designs contemplated rerouting City utilities in a straight alignment along TxDOT's proposed eastbound frontage road.
- TxDOT Right-of-Way (ROW): TxDOT's policy to delay dedication of surplus ROW until completion of its I-10 Frontage Road reconstruction — along with the

replacement of the South Main Street bridge — prevented the City from relocating utilities then envisioned in its original timeline.

At this stage, staff in the City Manager's Office led coordination efforts, supported by the Planning Department and Economic Development staff.

Renewed Planning (2019–2021)

As TxDOT projects advanced, Buc-ee's and the City returned to utility planning. Key milestones included:

- 2019–2020: Continued discussions addressed sewer main routing along Suggs Creek and securing easements.
- September 2019: Buc-ee's engineers committed to designing the Suggs Creek Sewer Extension and began coordination with TxDOT on a permitted I-10 crossing.
- February 2021: The City obtained a sewer easement from an adjoining property, enabling the main alignment.
- March 2022: The City approved Buc-ee's sewer plans with conditions requiring TxDOT permitting and tree removal approvals.

Because TxDOT released surplus ROW incrementally, the City modified its gas and electric relocation plans, shifting alignments into the Buc-ee's Way corridor rather than the frontage road ROW anticipated in the 2016 agreement.

Construction and ROW Acquisitions (2022–2024)

- March–November 2022: Buc-ee's negotiated phased ROW purchases from TxDOT, including the Buc-ee's Way corridor.
- February 2024: Boerne City Council formally requests the transfer of ROW from TxDOT to the City from surplus ROW for future roadway development.
- May 2024: The State of Texas formally approves the transfer of surplus ROW no longer needed by TxDOT, per approval of the Texas Transportation Commission in Minute Order 116671, directly to the City of Boerne for the Buc-ee's Way Extension (recorded at Kendall Courthouse 5/30/24).
- June 2024: The City contracted Schneider Engineering to design natural gas and electric relocations.

- October 2024: Buc-ee's submitted a final plat. Because plat approval (and corresponding easements) was still pending, the City requested separate dedication instruments for the necessary utility easements.

Sewer Construction Coordination (2025)

In early 2025, Buc-ee's sought to begin construction of the Suggs Creek Sewer Main. Because the 380 Agreement obligated the City to reimburse the project in full, the City Attorney advised that municipal procurement law required competitive bidding. The City assisted Buc-ee's in preparing bid documents, but the first bid opening in February 2025 was cancelled due to incomplete specifications.

The project remains pending re-bid. City staff continue to provide technical support to Buc-ee's as complete bid documents are prepared.

Utility Relocations (2025)

- July 2025: Buc-ee's completed roadway embankment work on Buc-ee's Way, providing a corridor for gas and electric lines.
- August 2025: The City substantially completed relocation of the natural gas main.
- October 2025 (anticipated): Completion of the relocated electric distribution line, subject to material availability.

Summary

The utility work for the Buc-ee's project highlights the interdependence of private development, TxDOT infrastructure schedules, and municipal obligations under the 380 Agreement.

Key takeaways include:

- ROW Dependencies: TxDOT's phased dedication of ROW delayed utility relocations and required adjustments to original plans.
- Sewer Extension: Buc-ee's elected to lead construction of the Suggs Creek Sewer Main to meet its timeline, but municipal bidding requirements created additional procedural steps.
- Gas and Electric Relocation: Years of revised planning are culminating in near-complete relocations, now aligned along Buc-ee's Way.

This sequence illustrates the City's good-faith efforts to meet its contractual obligations while adhering to state procurement laws, balancing project timelines with public accountability.

Plan Submittals and Permit Requests to the City of Boerne

Overview of the Review Process

In addition to public hearings before the Planning and Zoning Commission and the City Council, much of the technical review of a development occurs directly between applicants and City staff. This administrative process — used for all projects in Boerne — ensures that applications comply with adopted codes and ordinances before formal approval. Developers typically submit detailed plans to staff, who then provide comments or corrections; applicants revise and resubmit until compliance is achieved.

For Buc-ee's, this iterative process has been especially extensive. Initial plan submittals began in 2019, and apart from a pause in 2022 during ongoing TxDOT construction, new filings have occurred every year. Activity has accelerated since 2023, once TxDOT completed its I-10 interchange and frontage road reconstruction, enabling Buc-ee's to proceed with its site development.

Chronology of Major Permit Applications

The following represents the key plan submittals and permits filed by Buc-ee's with the City of Boerne:

- June 15, 2023 - Building Permit: Filed to initiate vertical construction planning for the primary travel center structure.
- April 19, 2024 - Grading Permit: Requested for initial earthwork on the site, including cut-and-fill operations and site stabilization.
- May 2, 2024 - Site Development Permit (SDP): First comprehensive submission of site engineering plans. Ultimately deemed incomplete due to the outdated TIA, missing building plans, and missing TxDOT approvals.
- May 10, 2024 - Tree Removal Permit: Submitted in conjunction with early clearing work.
- June 12, 2024 - Floodplain Development Permit: Required due to the project's proximity to drainage features and floodplain-regulated areas.
- March 3, 2025 - Tree Removal Permit: Second application tied to revised site clearing plans.
- March 18, 2025 - Zoning Verification Permit: Filed to confirm zoning designations for parcels involved in the expanded site plan.
- April 16, 2025 - Site Development Permit (Resubmittal): Updated SDP incorporating corrections and revised technical studies.

- April 30, 2025 - Tree Removal Permit: Supplemental permit for expanded clearing tied to revised layouts.
- July 17, 2025 - Right-of-Way Permit: Requested to perform utility and roadway work within the Buc-ee's Way corridor.

Observations

- Multiple Iterations: The number of permits and re-submittals reflects both the project's scale and the complexity of aligning private development timelines with TxDOT construction schedules and City regulatory requirements.
- Compliance-Oriented Process: Each permit category — grading, floodplain, tree removal, site development — serves a specific compliance function under the City's codes and ordinances. This ensures that development proceeds in stages only when all requirements are met.
- Adaptive Review: As Buc-ee's has revised its site plan in response to neighborhood input, TxDOT ROW releases, and utility coordination, new submittals have been required. This iterative cycle is standard for large, multi-year projects.

Community Opposition and Engagement

Public Concerns and Organized Opposition (2016–2019)

From the moment Buc-ee's was publicly announced in August 2016, the proposal became one of the more contested development issues in Boerne's modern history. While City officials and the Boerne Kendall County Economic Development Corporation emphasized projected benefits — including more than 170 full-time jobs, \$25 million annually in taxable sales, and significant new sales tax revenues — many residents saw the project as a direct challenge to Boerne's identity, character, and livability.

Residents voiced their concerns in public hearings, written comments, and organized campaigns. Facebook groups became a focal point for opposition, and a way to express visible frustration.

The primary concerns raised included:

- Traffic Congestion - The projected thousands of additional vehicle trips per day were seen as exacerbating congestion on I-10 and South Main Street, both already under pressure from regional growth.
- Lighting Impacts - Opponents worried about the loss of night-sky visibility due to glare and skyglow from a 24-hour facility.

- Noise Pollution - Continuous customer traffic and delivery operations raised fears of round-the-clock noise impacts.
- Environmental Risks - Concerns focused on stormwater runoff, groundwater contamination from underground fuel storage, and impacts to local creeks and aquifers.
- Property Values and Community Fit - Residents argued that the scale and intensity of the project were incompatible with Boerne's small-town image and would reduce the value of nearby homes.
- Transparency and Process - Some residents perceived that the 2016 incentive agreement and subsequent approvals limited opportunities for meaningful public participation, fueling perceptions of a "backroom deal."

These themes recurred in City Council and Planning & Zoning Commission hearings between 2016 and 2019. They remain documented in meeting minutes and recordings preserved on the City's website.

Coordination with Adjacent Neighborhood

Recognizing that the most direct impacts would fall on the Menger Springs subdivision immediately west of the project site, Buc-ee's, Ltd. engaged with the Menger Springs Homeowners Association (HOA) during the formal design process. With City planning staff facilitating, these discussions resulted in a negotiated redesign that addressed several neighborhood concerns.

On December 10, 2021, the City's Design Review Committee unanimously approved a revised site plan incorporating the following key changes:

- Relocation of fueling stations and parking areas farther from the neighborhood boundary to reduce light, noise, and visual impacts.
- Expanded landscape buffers with native plantings, tree canopy restoration, and berming to create separation between the project and adjacent homes.
- Dark Sky-compliant lighting with shielded fixtures to minimize glare and skyglow.
- Ecological enhancements, including the installation of a monarch butterfly waystation, intended to integrate the site more harmoniously with the surrounding environment.

It is important to note that these modifications exceeded the baseline requirements of the Unified Development Code (UDC) and reflected a collaborative compromise between the developer, the neighborhood, and the City.

City Response and Outcome

City officials consistently acknowledged the intensity of community opposition but emphasized that the Buc-ee's project will meet all applicable zoning, subdivision, and development code standards. Traffic, lighting, and drainage were subject to enforceable requirements under the UDC and TxDOT access management, and noise was regulated under the City's Code of Ordinances.

At the same time, the City pointed to broader community benefits embedded in the 2016 agreement and subsequent approvals: significant job creation, long-term sales tax growth, extension of public infrastructure that would serve multiple properties, and the dedication of public open space.

Despite the continuing opposition, Buc-ee's advanced through its required approvals. Construction, delayed by TxDOT's multi-year interchange and frontage road projects, finally began in 2025. The controversy surrounding the project remains emblematic of the balance that fast-growing communities must navigate — preserving local character while accommodating regional economic forces and development pressures.

Project Timeline and Milestones

Early Discussions and Agreement (2015–2016)

In the summer of 2015, the Boerne Kendall County Economic Development Corporation (BKEDC) initiated preliminary conversations with City leadership about recruiting Buc-ee's to Boerne. Discussions between representatives from BKEDC, City officials, and Buc-ee's executives began exploration for potential sites along I-10.

On July 26, 2016, the City Council held its first Executive Session discussion on the matter, though no action was taken at that time. The project became public on August 8, 2016, when local media reported that Buc-ee's was seeking incentive agreements from both the City and Kendall County for a proposed \$40 million travel center investment, expected to create approximately 175 jobs.

The following day, August 9, 2016, the City Council approved a Chapter 380 Economic Development Agreement (DA) with Buc-ee's, Ltd. through Resolution 2016-R72. The agreement laid out terms for incentives, infrastructure extensions, and project requirements. Media coverage following the approval cited an anticipated opening in 2020 with around 170 new jobs.

Early Development and Signage Disputes (2017–2018)

The first public controversy arose around signage. On October 24, 2017, Buc-ee's requested a variance for a 100-foot sign. After residents spoke in opposition, the City Council denied both the 100-foot proposal and an alternative motion for a 77-foot sign.

In March 2018, Buc-ee's sought approval through the City's Sign Review Committee process, which operated under then-current ordinances. The Planning Department approved a sign permit allowing one 75-foot sign for the travel center tract and one 40-foot sign for an adjacent tract.

That same year, Boerne adopted its new Master Plan (August 28, 2018) following extensive community engagement: 13 focus groups, 11 committee meetings, three public workshops, 1,700 survey responses, and multiple joint sessions with Council and P&Z. The adopted plan emphasized supporting a diverse economy, job creation, and destination amenities, while reinforcing land use compatibility.

Vesting and Initial Applications (2019–2020)

Buc-ee's filed its first formal development applications in 2019, vesting the project to the ordinances in effect that year. That same year, the City launched its Unified Development Code (UDC) project to consolidate all development-related ordinances into a single document.

- October 7, 2019 - Buc-ee's submitted a preliminary plat. After extensive revisions, the plat was presented to P&Z for approval.
- October 19, 2019 - Initial infrastructure plans were submitted, covering utilities, drainage, sewer, and street improvements.

In 2020, the City issued a funding request under the DA, asking Buc-ee's to advance funding and complete the construction of offsite utilities and Buc-ee's Way, with the City reimbursing over time.

The same year, TxDOT and Buc-ee's requested rezoning of a 5.15-acre tract of TxDOT right-of-way to B-2 Highway Commercial. P&Z unanimously recommended approval on May 4, 2020, and the City Council adopted Ordinance 2020-18 on June 23, 2020 approving the B-2 zoning.

Also in 2020, the preliminary plat for 29.22 acres — the core Buc-ee's site — was approved by P&Z without conditions. No members of the public spoke at the hearing. In November 2020, the City approved the purchase of a sanitary sewer easement to serve the site.

Neighborhood Coordination and Design Adjustments (2021–2022)

Throughout 2021, Buc-ee's and the City facilitated discussions with the Menger Springs HOA. These meetings resulted in significant design changes, including relocation of fuel pumps, expanded landscape buffers, and compliance with Dark Sky measures.

On December 12, 2021, the City's Design Review Committee unanimously approved the updated layout, noting the inclusion of ecological features such as a monarch

butterfly waystation. At a December 14, 2021 Council meeting, members acknowledged Buc-ee's responsiveness to neighborhood concerns.

In 2022, Buc-ee's continued refining its plans to address City requirements on lighting, landscaping, and traffic.

Infrastructure Preparations and Renewed Permitting (2023–2024)

By 2023, with TxDOT's interchange projects nearing completion, Buc-ee's activity intensified.

- May 22, 2023 - Buc-ee's submitted its fifth round of public infrastructure plans since 2019.
- June 15, 2023 - The company applied for its building permit.

In 2024, several permits were submitted:

- April 19 - Grading Permit
- May 2 - Site Development Permit
- May 10 - Tree Removal Permit
- June 12 - Floodplain Development Permit

On June 25, 2024, Council approved a professional services agreement with Schneider Engineering to design relocation of City utilities along I-10 and Buc-ee's Way.

Construction and Zoning Ratification (2025)

Early 2025 marked the first visible signs of construction.

- January 22, 2025 - City issued a mass grading permit for Buc-ee's Way and utilities.
- February 26–28, 2025 - Local and regional media reported that initial grading and roadway work had begun.

Buc-ee's submitted additional permits throughout the year:

- March 3 - Tree Removal Permit
- March 18 - Zoning Verification Permit
- April 16 - Site Development Permit

- April 30 - Tree Removal Permit
- July 17 - Right-of-Way Permit

Zoning actions resurfaced in mid-2025. A rezoning request for an accessory parking lot was scheduled for July 7, 2025, but postponed. After sending out public hearing notifications, and prior to the July 7th meeting, staff discovered the previous zoning error made in 2021. City officials confirmed with the City Attorney and clarified that the required zoning action is ratification to align UDC zoning maps with the Council's 2020 approvals.

Public hearings were rescheduled:

- September 8, 2025 - Planning & Zoning Commission to consider ratification.
- September 23, 2025 - City Council scheduled for first reading of the ordinance.

Summary

The Buc-ee's project timeline demonstrates a decade-long process shaped by interagency coordination, evolving City codes, and community dialogue. From initial incentives in 2016 to infrastructure construction in 2025, the project reflects both the challenges of managing large-scale development and the City's commitment to documenting each milestone through transparent public processes.

Next Steps and Monitoring

As of August 2025, two major milestones remain before the Buc-ee's project can transition from infrastructure preparation into full construction.

Accessory Parking Lot Zoning

The eastern portion of the TxDOT surplus tract, which Buc-ee's owns and now intends to use for accessory parking, is undergoing procedural zoning ratification. The Planning and Zoning Commission is scheduled to hold a public hearing and consider the application on September 8, 2025. Should the Commission recommend approval, the City Council will then consider the zoning ordinance on first reading at its September 23, 2025 meeting, with final action to follow.

It is important to note that this accessory parking lot is a standalone parcel, legally and procedurally distinct from the primary Buc-ee's fueling station site. Its zoning and permitting process are independent, and progress on the parking lot does not govern or control progress on the fueling center project.

Vertical Construction Permits

On the fueling station tract, grading, roadway, and utility relocation work has advanced; however, Buc-ee's has not yet received approval for vertical construction. Before the company may proceed with building its main facility or installing fuel systems, it must secure additional permits — most notably, a building permit and fuel-system permits. These approvals are contingent upon successful completion of plan reviews, resolution of outstanding Traffic Impact Analysis comments, and confirmation of compliance with City ordinances applicable under the project's vested rights.

Monitoring and Transparency

City staff will continue monitoring compliance with the 2016 Economic Development Agreement and subsequent approvals. Progress updates will be documented through formal permit reviews, staff reports, and public meetings of the Planning and Zoning Commission and City Council. This approach ensures that both elected officials and the community remain informed at each milestone in the project's advancement.

Conclusion and Acknowledgments

The Buc-ee's project has unfolded over nearly a decade of planning, negotiations, regulatory reviews, and public debate. It stands as one of the more complex development efforts in Boerne's recent history — requiring coordination across multiple agencies, governing bodies, and community stakeholders.

From its inception in 2015 through the present, the project has reflected both the promise of economic growth and the challenges of managing development within a community that treasures its character and quality of life. The City has consistently applied its ordinances, required mitigation where impacts were identified, and worked within the framework of state law governing vested rights and zoning procedures. While disagreements remain, the City's goal is to ensure that decisions are grounded in fact, transparency, and accountability.

This document provides a technical, fact-based record of the project to date. It is not intended to advocate for or against the development, but rather to establish a clear historical account—one that can guide current and future decision-making, foster informed public dialogue, and serve as a reference for community leaders and residents alike.

As the project moves forward, additional updates will be necessary. The accessory parking lot zoning ratification, pending permit approvals for vertical construction, and completion of outstanding infrastructure work will each mark important milestones. The City remains committed to documenting these developments publicly and ensuring that both elected officials and the community remain informed at each step.

Acknowledgments

The preparation of this white paper would not have been possible without the extensive efforts of City staff across multiple departments. Their work included combing through archived records, reviewing meeting minutes, verifying technical data, and providing subject matter expertise. Special thanks are extended to:

- Planning and Zoning Department – for research into zoning history, permitting, and procedural compliance.
- Engineering and Mobility Office – for detailed documentation of traffic impact analyses, roadway planning, and technical reviews.
- Utilities Department – for reconstructing the chronology of water, sewer, gas, and electric infrastructure coordination.
- Boerne Kendall County Economic Development Corporation – for their work in assembling and clarifying the terms and history of the 2016 Economic Development Agreement.
- City Secretary's Office – for maintaining and providing access to public records, minutes, and resolutions.
- Legal Counsel – for guidance on zoning law, vested rights, and contract interpretation.

Finally, acknowledgment is due to the many staff members — past and present — who worked long hours, often behind the scenes, to gather records, review old files, and provide input for this document. Their diligence and professionalism are a testament to the City's commitment to transparency and accountability.

SECTION 17. B-2 - HIGHWAY COMMERCIAL DISTRICT

- A. **Purposes.** The B-2 districts are located along principal arterial streets, adjacent to other non-residential districts. They are areas suitable for general retail trade and a wide variety of other commercial uses. The district regulations are designed to encourage these uses, while also protecting the abutting and nearby areas.
- B. **Applicability.** This district is applicable in areas where large scale and regional businesses are appropriate, and where the impacts on other more walkable development patterns can be minimized, both in terms of physical design and in terms of uses that have a regional draw. Therefore it should be limited in application to areas with good highway access, and away from areas where smaller-scale, and neighborhood oriented businesses are desired.

C. **Required Lot and Building Dimensions.**

MINIMUM LOT AREA	10,000 square feet
MINIMUM LOT WIDTH	60 feet
MINIMUM FRONT YARD	0 - 20 feet
MINIMUM SIDE YARD	0 feet, if party wall; 5' if not party wall;
MINIMUM REAR YARD	0' - See Combined Commercial Design Standards for rear/side location parking requirements
MAXIMUM BUILDING HEIGHT	75' - See 3.05.001 for Height exceptions – City Council may approve a height over 75' (Ord. No. 2017-03, §1, 1-24-2017)

- D. **Permitted Uses.** The uses permitted in the B-2 district are specified in Table 5-1 as either “permitted” or “conditional” or “restricted”.
- E. **Restrictions on Particular Uses.**
1. A trailer court must provide water and sewer service for each unit.
 2. Mixed-use Dwelling Units must meet the following specific site and building design standards:
 - a. Each unit, residential and commercial, shall have two clearly distinct areas.
 - b. Each area shall separately and independently meet the required building codes applicable to the intended use for that portion of the building.
 - c. Occupational or vocational uses allowed in the non-living portion may be any non-residential use allowed in the zoning district. The use shall not by reason of noise, odor, or physical operation create any impacts on adjacent lots that are adverse to adjacent uses. Uses with a tendency to create external impacts or visible signs of operation may be further limited in terms of site design or hours of operation in order to minimize potential impacts.
 - d. Required parking shall be based on the greater of the parking required for the non-living area or the living area.
(Ord. No. 2012-04, §5, 4-24-2012)
 3. Bed and Breakfasts shall meet the restrictions in Article 3, Section 04.

F. **Specific Site and Building Design Standards.**

1. Due to the more compact development pattern, and the important relationship between the design of buildings, sites, open spaces and streetscapes in creating a walkable, mixed-use environment integrated into adjacent neighborhoods, the Combined Commercial Design Standards in Article 3, Section 09 of the Zoning Ordinance shall apply to all lots in the B-2 District.
2. All lots in the B-2 District which are located in the Entrance Corridor Overlay as specified in Article 5, Section 25 of the Zoning Ordinance shall meet the standards of that section.

SECTION 18. B-2R - HIGHWAY COMMERCIAL – RESTRICTED DISTRICT

- A. **Purposes.** The B-2R districts are usually located between residential areas and business areas. They are areas suitable for general retail trade and a more limited range of uses than that of other commercial districts. The district regulations are designed to encourage these uses, while also protecting the abutting and nearby residential areas.
- B. **Applicability.** This district is applicable on the fringes of B-2 zoning, and in areas abutting large scale and regional businesses are appropriate in a limited and controlled manner. Limitations should be focused on minimizing impacts on other more walkable development patterns in adjacent areas or on adjacent residential neighborhoods, both in terms of physical design and in terms of uses that have a regional draw.

C. **Required Lot and Building Dimensions.**

MINIMUM LOT AREA	10,000 square feet
MINIMUM LOT WIDTH	60 feet
MINIMUM FRONT YARD	0 - 20 feet
MINIMUM SIDE YARD	0 feet, if party wall; 5' if not party wall;
MINIMUM REAR YARD	0 feet - See Combined Commercial Design Standards for rear/side location parking requirements
MAXIMUM BUILDING HEIGHT	38' - See 3.05.001 for Height exceptions

- D. **Permitted Uses.** The uses permitted in the B-2R district are specified in Table 5-1 as either “permitted” or “conditional” or “restricted”.

E. **Restrictions on Particular Uses.**

1. Bed and Breakfasts shall meet the restrictions in Article 3, Section 04.

F. **Specific Site and Building Design Standards.**

1. Due to the more compact development pattern, and the important relationship between the design of buildings, sites, open spaces and streetscapes in creating a walkable, mixed-use environment integrated into adjacent neighborhoods, the Combined Commercial Design Standards in Article 3, Section 09 of the Zoning Ordinance shall apply to all lots in the B-2R District.
2. The City Council may grant a waiver to the application of any or all of the Commercial Center Design Standards, after a recommendation by the Planning and Zoning Commission, if:
 - a. The particular standard or standards are not applicable to the specific lot by reason of its context of the lot;
 - b. Consideration of alternative methods of meeting the intent of the Combined Commercial Design Standards, and the Design Guidelines had been incorporated in the project design;
 - c. An alternative design that equally or better meets the intent of the Combined Commercial Design Standards is used; and
 - d. Waiver of the standard or standards does not compromise existing or potential future development on adjacent lots or the ability of the zoning district as a whole to best meet the intent of the district.
3. All lots in the B-2R District which are located in the Entrance Corridor Overlay as specified in Article 5, Section 25 of the Zoning Ordinance shall meet the standards of that section.

Legend for Table of Uses	Neighborhood Office	Office Park	Industrial Office	Neighborhood Commercial	Transitional Commercial	Community Commercial	Regional Commercial	Craft Commercial	Storage and Transportation	Light Industrial	General Industrial	City Property	Civic and Institutional
P = Permitted by right S = Special Use Permit T = Temporary Uses (may require a permit from Permitting and Code Compliance) (Blank) = Not permitted													
Uses by Use Group	O1	O2	O3	C1	C2	C3	C4	CR	I1	I2	I3	City	CIV
Residential Use Group - See Sec. 3-6 for Use Restrictions													
Assisted living facility				P	P	P	S						
Community home				S	S			S					
Halfway house				S	S			S					
Live-work unit				P	P	P		P	S	S			
Mixed-use building				S	S	S	S						
Multi-family (5-10 units p/ac & 2.5 stories or less)					X	X	X						
Multi-family (18 units p/ac or less)					X	X	X						

Multi-family (over 19 units p/ac)					X	X	X						
Nursing/residential care facility				S	P	P	S						
Single-family dwelling (attached)				P	S			S					
Single-family dwelling (detached)				P	S			S					
Civic Use Group - See Sec. 3-6 for Use Restrictions													
Assembly	S	S	S	S	P	P	P	S	S	S	S		P
Cemetery												P	P
Club/lodge					S	P		P		P			P
College/university							S			P		P	P
Correctional facility/jail												P	S
Developed athletic field/stadium												P	P
Government facility	P	P	P	P	P	P	P	P	P	P	P	P	P
Library					P	P	P			S		P	P
Museum					P	P	P			S		P	P
Park or open space (private)	P	P	P	P	P	P	P	P	P	P	P	P	P
Park or open space (public)	P	P	P	P	P	P	P	P	P	P	P	P	P

Public safety facility												P	P
School	P	P	P	P	P	P	P	P	P	P	P	P	P
>Employment Use Group - See <u>Sec. 3-6</u> for Use Restrictions													
Business park/campus		P	P							P	S		
Office (1 story)	P	P	P	P	P	P	P	P	P	P	S	P	
Office (2 stories)	P	P	P	S	P	P	P	P	P	P	S	P	
Office (over 2 stories)		P	P			S	P		S	P	S	P	
Retail Use Group- See <u>Sec. 3-6</u> for Use Restrictions													
Automobile parts and parts sales					S	P	P	S	P	P			
Automobile sales						S	S		P				
Bar/wine bar				S	S	P	P	P					
Brewery/distillery							S	S		S	P		
Craft alcohol production				S	S	P	P	P					
Convenience store			P	S	P	P	P		P				
Gas station			P		S	S	P	S	P		P		
Grocery store				P	P	P	P						
Mobile food park				S	S	S	S	P					
Multi-tenant building				P	P	P	P						
Restaurant				P	P	P	P	S					

Retail sales				P	P	P	P						
Shopping mall							P						
Thrift store (no outside storage/donation bin)				S	S	S	S	S					
Thrift store (with outside donation/storage bin)						S	S	S			P		
Truck Stop							S				S		
Warehouse retail		P					S				S		

Service Use Group - See [Sec. 3-6](#) for Use Restrictions

Animal boarding (indoor)				S	P	P	P			P		P	
Animal boarding (outdoor)									P	S	P	P	
Automobile rental						S	P		P	S			
Automobile service (no outside storage)					S	P	P	P		P	P		
Automobile service (outside storage)						S	P			P	P		
Bank/financial institutions				S	P	P	P						
Barber/beauty shop	P			P	P	P	P	P					
Bus terminal			S			S	S		P	S	P	P	

Car wash						P	P			P	P		
Commercial mail facility	P	P	P	P	P	P	P	P	P	P	P		P
Commercial recreation (indoor)					S	P	P	S					
Commercial recreation (outdoor)						S	P						
Day care/adult				S	S	S							S
Day care (more than 6 children, not home occupation)	S			S	S	S				S			S
Funeral home/mortuary					S	P	P			S			
Gym/sports training facility (10,000 sf or less)				P	P	P	P	P	P	P			
Gym/sports training facility (over 10,000 sf)						P	P						
Hotel - boutique (30 rooms or less)					S	S	P						
Hotel/motel						S	P						
Laboratory				S	S	S	S	P		P			
Laundry (self service)		S	P	S	S	P		P					
Medical - freestanding emergency room					S	P	P						

Medical - hospital/inpatient care facility						S	P						
Medical - laboratory/diagnostic services				P	P	P	P						
Medical - offices/outpatient	S			P	P	P	P						P
Medical - pharmacy	S			S	P	P	P						
Medical - surgical center					S	P	P						
Medical - urgent care				S	P	P	P						P
Mixed-use lot	P			S	S	S	S	P				P	P
Movie theater					S	S	P						
Parking lot/garage			P		S	S	P	P	P	P	P	P	P
Pawn shop			S			S	S	S					
RV park							S		S				
Spa	P			P	P	P	P						
Towing Facility/Impound Yard											S		
Trade school			P			S	P	P		P	P	P	P
Veterinary clinic (indoor boarding)				S	P	P	P			P	P		

Veterinary clinic (no boarding)				S	P	P	P			P	P	P	P
Veterinary clinic (outdoor boarding)									P	S	P		
Wholesale			P				S	P	P		P		
Industrial and Utility Use Group - See Sec. 3-6 for Use Restrictions													
Artisan craft production				S	S	S	S	P		P	P		
Commercial communication system	S	P	P	S	S	S	P	S	P	P	P	P	
Contractor			P	S	S	S	S			P	P		
Fabrication (indoor)								P		P	P		
Industrial arts studio			S		S	S		P		P	P		
Industrial park			P							P	P		
Junk yard											S		
Maintenance facility									P	P	P	P	P
Manufacturing										S	P		
Mini-warehouse			P				S		P		S	P	
Oversize vehicle and machinery rental, sales and service									P		P	P	
Portable building sales									P		P		

Processing										S	P		
Railroad facility									P	P	P	P	P
Regional detention facility			P							P		P	P
Research and development facility			S							P			
Utility station, sub-station, or service center										P	P	P	P
Warehousing									p	P	P	P	
Agriculture and Natural Resource Use Group - See Sec. 3-6 for Use Restrictions													
Commercial agriculture									P				
Commercial stable									P				
Community garden				S	S	S	S	S					P
Exhibition/fairgrounds						S	S			S			
Farmer's market				S	S	S	S	S					
Plant nursery					P	P	P	P					
Produce stand	S			S	S	S	S	S					
Urban farm, large (one acre or more)					S	S	S						
Urban farm, small (less than one acre)				S	S	S	S						

SOB Use Group - See [Sec. 3-6](#) for Use Restrictions

Adult bookstore											S		
Adult entertainment establishment											S		
Adult motion picture theater											S		

Accessory Use Group (a use that is incidental to a primary use) - See [Sec. 3-6](#) for Use Restrictions

Accessory automobile service (outside storage)						S	S		P	P	P	P	
Accessory bank kiosks	P	P	P	P	P	P	P	P		P			
Accessory car wash				S	S	S	S		P		P	P	
Accessory childcare	P	P	P	P	P	P	P	S	S	S	S		P
Accessory commercial communication system									P	P	P	P	
Accessory convenience store		P	P		P	P	P	P	P	P	P		
Accessory display/sales area (outdoor)				S	S	S	S	P				P	
Accessory donation bin (outdoor)			S	S	S	S	S	S	P	P	P	P	P
Accessory drive-thru facility		S	S	S	S	S	P					P	

Accessory garden				P	P	P	P	P				P	P
Accessory laboratory									S	S	S		
Accessory maintenance facility						S	S		P	P	P	P	P
Accessory parking lot/garage	P	P	P	P	P	P	P	P	P	P	P	P	P
Accessory portable buildings								S	P	P	P	P	
Accessory processing			S		S	S	S	S	P	P	P		
Accessory sales yard (outdoor)						S	P	S		P	P		
Accessory school			P	S	S	P	P		P	P			P
Mobile Food Unit		P		P	P	P	P	P					

Temporary Use Group - See [Sec. 3-6](#) for Use Restrictions

Assembly	T	T	T	T	T	T	T	T	T	T	T	T	T
Carnival, circus, amusement rides						T	T	T				T	T
Donation bin (outdoor)			T					T	T	T	T		T
Mobile food unit	T	T	T	T	T	T	T	T	T	T	T	T	T
On-site construction offices	T	T	T	T	T	T	T	T	T	T	T	T	T
Outdoor donation bin			S	T	T	T	T	T	T	T	T	T	T

Outdoor equipment storage								T				T	
Portable storage units								T	T	T	T	T	T
Produce Stand		T	T	T	T	T	T	T				T	T
Assembly	T	T	T	T	T	T	T	T	T	T	T	T	T

SECTION 03. PERMITTED USES

TABLE 5-1: PERMITTED USES & BASE ZONING DISTRICTS

PERMITTED USES BY DISTRICT P= Permitted generally, subject to ordinance standards R= Restricted, subject to specific conditions in this Ordinance CC= Conditional, subject to City Council review and approval L= Limitations as provided in Article 3, Section 18	CHD Overlay	R-A	RMA	R-E	RE-1	R-1	RN-1	R-2	R-3	R-D	R-4	CL Overlay	RMO-1	RMO-2	RMO-3	MHC	B-1	B-2	B-2R	B-3	RC	RR	O	I	MU-1	MU-2		
Residential Use Category	Only permitted in residential districts or B-3 at least one block off Main											All uses of the underlying R-district																
Detached Dwelling		P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	R	P		R			P		R	R	
Duplex Dwelling											P				P	P		R			R							
Attached Dwelling									R	P	P				P	P		R			R	P				R	R	
Multi-Dwelling Structure													P					R	CC		R		R			R	R	
Mixed-Use Dwelling																		P	P	P	P	P	P	P		P	P	
Accessory Dwelling		R	R	R	R	R	R	R	R	R								R	CC					R				
Garden Home									P	P						P	P		R							P	P	
Community Home		L	L	L	L	L	L	L							L	L	P		L			L			L			
Personal Care Home		P	P	P	P	P	P	P	P	P	P				P	P	P	P	P	P		R			P		P	P
Retirement Community						CC			CC	CC					CC	CC	CC		CC	CC	CC							
Civic Use Category																												
Assembly		CC	CC	CC	CC	CC	CC	CC	CC	CC			CC		CC	CC	CC		CC	CC	CC	CC					CC	CC
Club or Lodge																			CC	P							P	P
Community Athletic Field		CC		CC	CC	CC			CC	CC					CC	CC	CC			P								
Developed Athletic Field or Stadium	CC		CC	CC	CC			CC	CC				CC	CC	CC			CC										
Government Facility	CC	CC	CC	CC	CC			CC	CC				CC	CC	CC		CC	CC	CC	CC			CC	CC	P	P		
Museum or Library																	P	P		P					P	P		

TABLE 5-1: PERMITTED USES & BASE ZONING DISTRICTS

PERMITTED USES BY DISTRICT		CHD Overlay											CL Overlay												
P= Permitted generally, subject to ordinance standards R= Restricted, subject to specific conditions in this Ordinance CC= Conditional, subject to City Council review and approval L= Limitations as provided in Article 3, Section 18		R-A	RMA	R-E	RE-1	R-1	RN-1	R-2	R-3	R-D	R-4	RMO-1	RMO-2	RMO-3	MHC	B-1	B-2	B-2R	B-3	RC	RR	O	I	MU-1	MU-2
School		P		P	P	P		P	P			P	P	P										P	P
Employment Use Category																									
Home Occupation		R	R	R	R	R	R	R	R			R	R	R	R	R			R	R		P			
Neighborhood Office																P	P	P	P	CC	P	P		P	P
General Office																	P	P	P	CC	P			CC	P
Major Office or Office Complex																	P	P					CC		CC
Business Park or Campus																	CC	CC		CC			CC		
Retail Use Category																									
Automobile Gas Station																	CC								
Automobile Gas Station fronting IH-10																	P								P
Automobile Convenience Store																CC	CC	CC	CC					CC	CC
Automobile Convenience Store fronting IH-10																	P								P
Automobile Parts & Parts Sales																	P		CC						
Automobile Sales																	CC								
Brew Pub																	P		P	P	P			P	P
Brewery																							P		
Mobile Food Vendor																P	P	P	P		R		R	P	P

TABLE 5-1: PERMITTED USES & BASE ZONING DISTRICTS

TABLE 9-1: PERMITTED USES & BASE ZONING DISTRICTS																													
PERMITTED USES BY DISTRICT P= Permitted generally, subject to ordinance standards R= Restricted, subject to specific conditions in this Ordinance CC= Conditional, subject to City Council review and approval L= Limitations as provided in Article 3, Section 18	CHD Overlay	R-A	RMA	R-E	RE-1	R-1	RN-1	R-2	R-3	R-D	R-4	CL Overlay	RMO-1	RMO-2	RMO-3	MHC	B-1	B-2	B-2R	B-3	RC	RR	O	I	MU-1	MU-2			
Restaurant (Convenience – non drive-thru)																	P	P	P	P	P	P			P	P			
Restaurant (Convenience – drive-thru)																				P	CC	CC					R	P	
Restaurant (Limited)																			P	P	P	P	P	P			P	P	
Restaurant (General)																				P		P	P	P			P	P	
Grocery Store																			P	CC		CC					P	P	
Supermarket Store																				CC									R
Retail (Drive-thru)																			P	P	CC	CC					P	P	
Retail (Neighborhood)																			P	P	P	P	P	P			P	P	
Retail (General)																			P	P	CC	CC	CC				R	P	
Retail (Major)																				CC									R
Thrift Store (without outside storage/donation bin)																			P	P	P	P	P	P			P	P	
Thrift Store (with outside storage/donation bin)																					CC						P		
Warehouse Retail																					CC						CC		
Winery																					P		P	P	P		P	P	P
Outdoor Retail Display																				P	P		P		P			P	P
Outdoor Retail Sales Area																				P	CC		P		P		CC		
Outdoor Retail Sales Yard																									P				
Shopping Center																					CC							P	P
Service Use Category																													

TABLE 5-1: PERMITTED USES & BASE ZONING DISTRICTS

TABLE 3-1: PERMITTED USES & BASE ZONING DISTRICTS																									
PERMITTED USES BY DISTRICT P= Permitted generally, subject to ordinance standards R= Restricted, subject to specific conditions in this Ordinance CC= Conditional, subject to City Council review and approval L= Limitations as provided in Article 3, Section 18	CHD Overlay											CL Overlay													
	R-A	RMA	R-E	RE-1	R-1	RN-1	R-2	R-3	R-D	R-4		RMO-1	RMO-2	RMO-3	MHC	B-1	B-2	B-2R	B-3	RC	RR	O	I	MU-1	MU-2
Automobile Rental																P	P		CC					P	
Automobile Service w/outside storage																	CC		CC				CC		CC
Automobile Service w/o outside storage																	P		CC				P	CC	P
Bank and Financial Institutions																	P	P	CC	P				P	P
Bank Kiosks																P	P	P	P	P	P		P	P	P
Bar																	P	CC	R	P	R			R	P
Barber and Beauty Shop (also see Spa)																P	P	P	P	P	P	P		P	P
Bed & Breakfast	R	R	R	R	R	R	R	R	R			R	R	R		R	R	R	R	R	P	P		R	R
Bus Terminal																	P		P	P			P	P	P
Car Wash																	P						P		
Day Care Nursery (more than 6 children with or without home occupation)										CC						P	P	P						P	P
Day Care / Before or After School																P	P	P						P	P
Day Care / Adult																P	P	P					P		
Funeral Home or Mortuary																	P		CC				P	CC	P
Golf Course	CC																								
Group Home	L	L														L	L	L	L						
Gym (Neighborhood)																P	P	P	P		P			P	P

TABLE 5-1: PERMITTED USES & BASE ZONING DISTRICTS

TABLE 1: PERMITTED USES BY DISTRICT																											
PERMITTED USES BY DISTRICT P= Permitted generally, subject to ordinance standards R= Restricted, subject to specific conditions in this Ordinance CC= Conditional, subject to City Council review and approval L= Limitations as provided in Article 3, Section 18	CHD Overlay	R-A	RMA	R-E	RE-1	R-1	RN-1	R-2	R-3	R-D	R-4	CL Overlay	RMO-1	RMO-2	RMO-3	MHC	B-1	B-2	B-2R	B-3	RC	RR	O	I	MU-1	MU-2	
Gym (General)																	P	P	CC	CC						P	P
Gym (Major)																			CC								CC
Health Clinic																			P	P	P						P
Hospital																		CC	CC	CC							
Hotel or Motel																			P	CC	CC	CC				CC	CC
Hotel (Boutique)																		P	P	P	P	P	P			P	P
Kennel		CC																							R		
Laboratory																				CC	CC				P		
Laundry (Self Service)																		P	P	P						P	P
Long Term Care Facility																		CC	P	P						CC	P
Medical Office																		P	P	P	P		P	P		P	P
Nightclub																			P		CC						P
Parking Lot or Parking Garage																			CC		CC	CC	CC			CC	CC
Pawn Shop																			P								
Recreational and Entertainment Facility																			CC		CC		CC			CC	CC
Rooming or Boarding House						L	L	L	L				L	L	L		L			L							
Spa																	P	P	P	P	P	P	P		P	P	
Theater																			P		P					CC	P
Trade School																			P					P			
Trailer Court	CC																		CC	CC							
Veterinary Clinic																			P	CC					P		P

TABLE 5-1: PERMITTED USES & BASE ZONING DISTRICTS

TABLE 9-1: PERMITTED USES & BASE ZONING DISTRICTS																										
PERMITTED USES BY DISTRICT P= Permitted generally, subject to ordinance standards R= Restricted, subject to specific conditions in this Ordinance CC= Conditional, subject to City Council review and approval L= Limitations as provided in Article 3, Section 18	CHD Overlay										CL Overlay															
	R-A	RMA	R-E	RE-1	R-1	RN-1	R-2	R-3	R-D	R-4	RMO-1	RMO-2	RMO-3	MHC	B-1	B-2	B-2R	B-3	RC	RR	O	I	MU-1	MU-2		
Veterinary Clinic w/kennel																						P				
Video or Pinball Arcade																P		P					P	P		
Wholesale																CC						P				
Manufacturing and Utility Use Category																										
Contractor																CC						P				
Commercial Communication System	CC															CC						P				
Industrial Park																						P				
Junk Yard																						CC				
Large Vehicle and Machinery Rental, Sales and Service																CC						P				
Manufacturing																CC						P				
Mini-Warehouse.																CC						P				
Portable Building Sales																						P				
Processing																						P				
Utility Station, Sub-station, or Service Center	CC		CC	CC	CC		CC	CC			CC	CC	CC		CC	CC	CC	CC	CC	CC	CC	CC	CC	CC		
Warehousing																						P				
Agriculture and Natural Resource Use Category																										
Agriculture	R																									

TABLE 5-1: PERMITTED USES & BASE ZONING DISTRICTS

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	<i>Exhibition or Fairgrounds</i>	CC																								
	<i>Plant Nursery</i>	CC																P						P		
	<i>Stable</i>	CC																						P		
	Sexually Oriented Business Use Category																									
	<i>Adult Bookstore</i>																							R		
	<i>Adult Entertainment Establishment</i>																							R		
	<i>Adult Motion Picture Theater</i>																							R		

Zoning District Comparison				
	<i>B-2 Highway Commercial</i>	<i>C2 Transitional Commercial</i>	<i>C3 Community Commercial</i>	<i>C4 Regional Commercial</i>
<i>Purpose and Applicability</i>	The B-2 districts are located along principal arterial streets, adjacent to other non-residential districts. They are areas suitable for general retail trade and a wide variety of other commercial uses. The district regulations are designed to encourage these uses, while also protecting the abutting and nearby areas. This district is applicable in areas where large scale and regional businesses are appropriate, and where the impacts on other more walkable development patterns can be minimized, both in terms of physical design and in terms of uses that have a regional draw. Therefore, it should be limited in application to areas with good highway access, and away from areas where smaller-scale, and neighborhood-oriented businesses are desired.	Transitional commercial is intended to serve as a transition between lower and higher intensity commercial properties. It is also intended to serve as a transition between neighborhoods and high intensity commercial uses. Building sizes may vary, but building height is to be in keeping with nearby neighborhoods. Properties zoned transitional commercial might have high peak hour trip generation, but their daily overall trip generation should not be high. Transitional commercial properties should be characterized by pedestrian-oriented design.	The community commercial category is to accommodate commercial uses that have a lower transportation demand and footprint than regional commercial, but a higher transportation demand and footprint than transitional commercial. Commercial properties along arterials of the city other than Interstate 10, such as US Highway 87 and State Highway 46, should generally be designated as community commercial, unless adjoining a neighborhood.	The regional commercial category is intended for commercial areas along Interstate 10, where traffic levels are high, and the thoroughfare system can accommodate higher trip generation. It is intended for commercial uses that serve the larger region, with generally larger building footprints and increased parking demand.
<i>Uses</i> <i>*Italics = SUP</i>	office, <i>business park</i> , convenience store/gas station fronting IH-10, auto sales, parts and service, restaurants, retail, shopping center, car wash,	Office, <i>auto parts and service</i> , convenience store, restaurants, retail, <i>thrift store</i> , animal boarding, <i>commercial recreation</i> ,	Office, <i>auto sales</i> , auto parts and service, convenience store, restaurants, retail, <i>shopping mall</i> , <i>truck stop</i> , car wash, commercial recreation,	Office, <i>auto sales</i> , auto parts and service, convenience store, restaurants, retail, <i>shopping mall</i> , <i>truck stop</i> ,

	gym's, hotel/motel, theater, manufacturing, mini-warehouse, <i>wholesale</i> , etc.	gym, restaurants, <i>movie theater</i> , etc.	gym, <i>hotel/motel, hospital, movie theater</i>	<i>warehouse retail</i> , car wash, commercial recreation, gym, hotel motel, hospital, movie theater
<i>Minimum Lot Area</i>	10,000 square feet	N/A	N/A	N/A
<i>Building Height</i>	75'	30 ft*	40 ft	75 ft
<i>FY Setback</i>	0-20 ft	10 ft	0 ft	20 ft
<i>RY Setback</i>	0 ft	20 ft	20 ft	20 ft
<i>SY Setback</i>	5 ft	5 ft	5 ft	20 ft
<i>Residential Setback</i>	N/A	20 ft	20 ft	50 ft
<i>Impervious Coverage</i>	85%	80%	85%	85%

The 2019 Zoning Code can be found [here](#).

The current UDC can be found [here](#).



AGENDA ITEM SUMMARY

Agenda Date	November 3, 2025
Requested Action	Establish 2026 Planning and Zoning Commission meeting dates.
Contact Person	Francesca “Franci” Linder, AICP – Assistant Planning Director (830) 248-1528, flinder@boerne-tx.gov
Background Information	BACKGROUND: Annually, the Planning and Zoning Commission adopts the meeting schedule for the upcoming calendar year. The regular scheduled meetings are held the first Monday of each month at 6:00 p.m. Special meetings are also held as needed. In 2026 there is one holiday that falls on the first Monday of the month (September 7th – Labor Day) creating a conflict for the regular scheduled meeting. Therefore, staff is proposing that the September meeting be held on Monday, September 14th. Additionally, per the Chairman’s request, the January’s meeting is proposed to be held Monday, January 12th. All other meetings would be held on the first Monday of every month. RECOMMENDATION: The Planning and Zoning Commission should discuss and consider approving the 2026 meeting schedule. PROPOSED MOTION: The following motion is provided to assist the Commission’s decision. I move that the Planning and Zoning Commission APPROVE the 2026 meeting schedule as presented by staff.
Strategic Alignment	

Financial Considerations	N/A
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	
Supporting Documents	Attachment 1: Proposed Calendar 2026 Meeting Calendar

2026 Boards and Commissions Meeting Calendar



JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7
4	*5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28
25	26	27	28	29	30	31								29	30	31				

APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2		1	2	3	4	5	6
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				

JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1			1	2	3	4	5
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	*7	8	9	10	11	12
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
							30	31												

OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30			

- Planning & Zoning Commission – 6p
- Historic Landmark Commission – 5:30p
- City Council – 6p
- Design Review Committee – 6p
- Zoning Board of Adjustment and Appeals – 5:30p
- Boerne Neighborhood Discussion – 5:30p
- Holiday

* Rescheduled