

SUBDIVISION RESTRICTIONS

Vol 354 Pg 483

Lots 79 through 118, 120 through 147, 152 through 185,  
187 through 228, 514 through 562 and 565 through 613  
Block 2, Section C, Comanche Cove Subdivision

THE STATE OF TEXAS

COUNTY OF HOOD

KNOWN ALL MEN BY THESE PRESENTS:

That Cove Realty Company, a Texas corporation, 1300 Expressway Tower, Dallas, Texas 75206, the owner of the lots hereinabove described, as shown by the plat thereof recorded in Slide A-212-B, Page \_\_\_\_\_, Plat Records, Hood County, Texas, does hereby acknowledge, declare and adopt the following restrictions, which are hereby impressed on the property covered hereby, subject to the provisions of numbered paragraph 15 herein below, and these restrictions and covenants shall run with the land, and supersede and are in lieu of any prior restrictions (whether included in any deed or otherwise) on the property covered hereby:

1. There shall be established an Architectural Control Committee composed of three (3) members appointed by the undersigned ( and/ or by designees of the undersigned, from time to time) to protect the owners of lots hereunder against such improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes and placement of attractive mobile homes thereon, with appropriate locations thereof on lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and , in general, to provide adequately for a high type of quality of improvements in said property; and thereby to enhance the value of investments made by purchasers of lots therein.

Neither the undersigned, nor the Architectural Control Committee, nor the members of said Committee, nor the Directors nor officers of Comanche Cove Owners Association, shall have any liability nor responsibility at law nor in equity on account of the enforcement of, nor on account of the failure to enforce, these restrictions.

2. Subject to the provisions of numbered paragraphs 9 and 10 hereof, all lots are designated as residential and no building shall be erected or maintained on any lot other than a private residence, a tool storage building (minimum floor area of 30 square feet and a maximum floor area of 144 square feet), a private boathouse and a private garage for the sole use of the owner or occupant.

3. Subject to the provisions of numbered paragraphs 9 and 10 hereof, (i) no used

existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot, (ii) all construction must be of new material, except stone, brick, inside structural material, or other materials used for antique decorative effect if such use is approved in writing by the Architectural Control Committee, and (iii) no tar paper type roof or siding materials will be used on any structure, and no sheet metal type of roof or siding materials will be used without written approval of the Architectural Control Committee on any structure. The exterior of any building (excluding roof, glass and masonry) must be painted or stained. All buildings and structures shall be completely under skirted, with no piers or pilings exposed to view, except as approved in writing by the Architectural Control Committee. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb nor other such impediment to the free flow of water be installed nor altered, without prior written consent of the Architectural Control Committee.

4. No building exceeding two stories in height shall be erected on any lot without the written approval of the Architectural Control Committee, and each residence, subject to paragraphs 9 and 10 hereof, shall have a minimum floor area of 600 square feet, exclusive of porches, stoops, open or closed carports, patios or garages.

5. No building, fence or other structures or improvements shall be erected, placed or altered on any lot until there have been submitted to the Architectural Control Committee two copies of the construction plans and specifications, including specifications of all exterior materials (including color of paint or stain), type of roofing materials, the proposed location of the structure, the external design of the structure, and until the Architectural Control Committee has approved such plans and specifications in all said respects and additionally as to harmony of external design with existing structures and location with respect to topography and finish grade elevation, and in all other respects. If such construction, placement or alteration is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing.

6. Fences shall be permitted to extend to the side lot lines (except to not less than 5 feet of the northerly side of Lots 94, 103, and 121, the southerly sides of Lots 185, 194, 226 and 557, the easterly sides of Lots 515, 548, 572, and 602, and the westerly sides of Lots 558, 571, and 601), and to the rear lot lines (except to not less than 5 feet of the rear lot lines on Lots 516 through 546 and 549 through 613); and to not less than 5 feet of the front lot lines of all lots hereunder, but without impairment of the easements reserved and granted in these restrictions.

7. No building, mobile home, camper or structure other than a fence shall be located nearer to the side street line of any lot than 10 feet (except no nearer to the side street line than 5 feet on Lots 185, 194, and 226) or nearer to the side lot line or rear lot line than 5 feet. "Side lot line", as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean each and/or either or the two outermost side lot lines considering said contiguous whole and/or fractional lots as one lot, but no other use may be made of any lot or fractional lot to the extent it has been grouped to alter these minimum setback requirements. No building, mobile home, camper or structure other than

a fence shall be located nearer to the front lot line than 10 feet (except no nearer than 5 feet on Lots 130 through 147, 155, 157, 158, 185, and 194 through 211).

8. Subject to paragraph 10 hereof, no animals or birds, other than household pets, shall be kept on any lot. All dogs must be kept within a fenced area on a lot or contiguous lots or on a leash.

9. Subject to the remaining provisions of this paragraph, no outbuilding other than a private boathouse, garage, or storage building of size hereinabove provided shall be erected on any lot, and no boathouse, basement, garage or storage building erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot. Camping will be permitted on all lots but shall be limited to use of campers, camping trailers, motor homes, tents or other camping shelter, which shall be of good appearance and in good repair. Tents and similar types of temporary camping equipment cannot be left on any lot unattended for more than twenty-four (24) consecutive hours. Mobile homes and structures or buildings adjacent or supplemental thereto may be placed and used upon any lot hereunder only if same have been inspected by, and prior written approval of same has been granted by the Architectural Control Committee. Architectural Control Committee requirements are: (a) that the mobile home be of late model; 600 square feet in size minimum on all Lots hereunder; in good repair and of attractive design and appearance; and under skirted (and securely anchored in accordance with the minimum requirements of the State of Texas); (b) that any mobile home not built by a commercial mobile home manufacturer be of design, appearance and quality comparable to those built by a commercial manufacturer; and (c) that an approved septic tank must be installed prior to occupancy. Otherwise, no mobile home shall be placed on any lot except that on any lot on which a residence has been constructed there may be parked one camper, motor home, or travel type trailer of not more than 25 feet in length, but such trailer shall not be occupied or used as a temporary or permanent residence while parked in said lot except during construction of a dwelling thereon. Nothing in this paragraph prohibits the construction of a residence on lots referred to herein provide other paragraphs hereof are complied with. Not more than one residence or mobile home may be constructed and/or placed on any one lot.

10. Easements are reserved along and within 5 feet of all lot lines of all lots hereunder. Said easements are for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lines, gas lines, telephone lines, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities. To the extent neither said construction, operation nor maintenance of any of the items mentioned in the next preceding sentence has commenced along any respective lot, "side lines of all lots" as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional lots as one lot. However, the next

preceding sentence hereof shall have no effect upon the easements reserved herein along and within 5 feet of the following lot lines: (i) the westerly side lot lines of Lots 558, 571, and 601, (ii) the southerly side lot lines of Lots 175, 557, and 592, and (iii) the easterly side lot lines of Lots 572 and 602, and (iv) the northerly side lot line of Lot 174.. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots within the easement as long as such lines do not hinder the construction of buildings o any lots hereunder.

Drainage easements are reserved across or on a portion of Lots 102 through 104, 110, 111, 181, 182, 227 and 228.

The undersigned and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others, parks, swimming pools, playgrounds, community center buildings, sales offices, water wells and related pumping, storage, operation and maintenance facilities and the like, and numbered paragraphs 2, 3, 4, 5, 6, 7, 9, and 13 hereof shall not apply thereto.

11. No outside toilet or privy shall be erected or maintained on any lot hereunder. The materials installed in, and the means and methods of assembly of, all sanitary plumbing shall conform to the requirements of the Health Department of the State of Texas, the County of Hood, and the Texas Water Quality Board. No sewage nor effluents shall be disposed of upon, in, or under any lot hereunder except into a septic tank or other approved system meeting the aforesaid requirements.

12. Subject to the remaining provisions of this paragraph, as to each lot hereunder, an assessment is hereby made of \$2.50 per month per lot with respect to the total of lots owned by a person or persons in Comanche Cove Subdivision, provided that this assessment shall not exceed \$10.00 per month with respect to the total of lots owned by the same person(s) in Comanche Cove Subdivision, subject to change as hereinafter described; the words "owned" and "owning", as used in this sentence, shall include also a purchaser of a lot in Comanche Cove Subdivision. Such assessments may be used for the construction, reconstruction, improvement and maintenance of roads and streets, swimming pools, parks and other improvements in Comanche Cove Subdivision, and for the purchase and rental of land and other property and facilities for use by Comanche Cove Owners Association, and for security guards at Comanche Cove Subdivision, and for any other uses approved by the Board of Directors of Comanche Cove Owners Association, it being understood that said swimming pools, parks and recreational areas are for the sole use and benefit of members of said Association, their families and authorized guests. Said assessment shall accrue from the earlier of the date of the agreement for deed from the undersigned as seller to a purchaser or of the conveyance of the undersigned grantor. Such assessment shall be and is hereby secured by a loan on each lot hereunder, respectively, and shall be payable to Comanche Cove Owners Association (a Texas non-profit corporation). Its successors and assigns, the owner of said assessment funds, on March 31 and September 30 of each year commencing in 1980, at which date in the year 1980 and in successive years said assessment lien shall conclusively be deemed to have attached. Such assessments shall be payable either in arrears or in advance, as determined from time to time by the Board of Directors of Comanche Cove Owners Association, except that such assessments shall never be

payable more than twelve (12) months in advance and except as otherwise required by law, there shall be no refund of paid but unaccrued assessments on account of any cancellation or repossession of a purchase contract or any transfer of an owner's or purchaser's interest in a lot. If any such assessment or part thereof is not paid by the thirtieth (30<sup>th</sup>) day following the due date thereof, the unpaid amount of such assessment shall bear interest from the beginning of such delinquency at the rate of ten percent (10%) per annum until paid. The assessment lien described hereinabove shall secure payment of past-due unpaid assessment and any interest thereon plus any expenses incurred by Comanche Cove Owners Association in attempting to collect same, including, without being limited to, reasonable attorneys' fees. Such assessment lien shall be junior and subordinate to any lien which may be placed on any lot or any portion of any lot as security for any interim construction loan and/or any permanent loan for financing improvements on said lot, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has theretofore been constructed. Commencing of the last Friday in April, 1981, the undersigned shall not be eligible for membership in said Comanche Cove Owners Association. Assessments against lots owned neither by the undersigned nor against the unsold lots owned by it at any time (whether or not such lots have been previously sold and the contract cancelled or otherwise terminated), and as to any lot then owned by the undersigned not covered by a contract with the undersigned then in force to sell or reserve for sale such lot, any then accrued but unpaid assessments under this paragraph against such lot shall thereupon be automatically cancelled. At any time Comanche Cove Owners Association may elect, by the vote of a majority of the entire Board of Directors of said Association plus a majority of votes cast at a meeting of members of said Association duly convened, to increase such assessments, provided that prior written notice is mailed to each member of said Association (at the most recent address shown for such member on the records of said Association) stating either the exact amount or the maximum amount of such increase to be voted on at such meeting.

13. Any building, structure or improvement commenced upon any lot shall be completed as to exterior finish and appearance, within six (6) months from the commencement date. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of tall grass and weeds, any boxes, rubbish, trash, inoperative cars, or other debris, and refrigerators and other large appliances shall not be placed outdoors. The undersigned, or its successors or assigns, shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items, clean such lot(s) or otherwise correct such violation, and the cost or expenses thereof shall be payable by the lot purchaser to the undersigned or its successors or assigns. This cost and expense shall be secured by a lien on the lot so involved upon the undersigned, its successors or assigns recording with the County Clerk, Hood County, Texas, and its certificate to such effect and certifying to the amount of such cost and expense.

14. No lot shall be further subdivided except that fractions of lots may be separated to add to space of whole lots if used as a single building site and if all other provisions of these subdivision restrictions are complied with. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the undersigned, its successors or assigns. No water well shall be permitted on any lot hereunder except on such lots

as may be hereafter specifically designated by the undersigned and/or by any other party hereafter authorized by the undersigned to so designate such excepted lots.

15. Subject to the provisions of the last sentence of this paragraph, if any person or entity, as refined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein, or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for Comanche Cove Owners Association and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the next preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder. Notwithstanding any other provisions hereof, Cove Realty Company shall neither be liable nor be subject to any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property here such violation or attempted violation takes place.

16. At any time after December 31, 1996, any provisions contained in these Subdivision Restrictions may be amended or repealed, in whole or in part, by the vote of at least two-thirds of the votes cast at a meeting of the members of Comanche Cove Owners Association duly convened, provided that prior written notice is mailed to each member of said Association (at the most recent address shown for such member in the records of said Association) generally describing any proposed amendment or repeal to be voted on at such meeting. Any such amendment or repeal must be recorded in the office of the County Clerk of Hood County, Texas, and shall be effective upon the date of such recordation.

17. Invalidation of any in or more of these covenants and restrictions by judgment of Any court shall in nowise affect any of the other covenants, restrictions, and provisions herein contained, which shall remain in full force and effect.