

Amended and Restated
Comprehensive Subdivision Restrictions
For Comanche Cove

THE STATE OF TEXAS)
)
COUNTY OF HOOD) **KNOW ALL MEN BY THESE PRESENTS:**

These Amended and Restated Comprehensive Subdivision Restrictions for Comanche Cove are made on this day by the Comanche Cove Owners Association, Inc., a Texas non-profit corporation (hereinafter called the “Association”) and affirmed and approved in its entirety by the vote of at least two-thirds of the votes cast at a meeting of the Members of Section A, at a meeting of the Members of Section B, at a meeting of the Members of Block 1, Section C, and at a meeting of the Members of Block 2, Section C of the Comanche Cove Owners Association, Inc., in which a quorum was present, on the 13th day of April 2024.

RECITALS

WHEREAS, the Board of Directors and Members of the Association desire to amend and restate all Subdivision Restrictions for Comanche Cove so as to have an updated, comprehensive set of restrictions which will govern the entire subdivision of Comanche Cove as a single neighborhood.

WHEREAS, these Amended and Restated Comprehensive Subdivision Restrictions for Comanche Cove have been approved by the vote of at least two-thirds of the votes cast at a meeting of the Members of Section A, at a meeting of the Members of Section B, at a meeting of the Members of Block 1, Section C, and at a meeting of the Members of Block 2, Section C of the Comanche Cove Owners Association, Inc., in which a quorum was present, on the 13th day of April 2024 as provided by the previous Subdivision Restrictions for Comanche Cove, as evidenced by the signature and certification of the president of the Association set forth below.

NOW, THEREFORE, the Members of the Association do hereby amend and restate all Subdivision Restrictions previously filed which pertain to all of the property in the subdivision governed by the Association, including but not limited to, the property shown by the plats thereof recorded in Vol. 3, Pg. 45, Vol. 1, Pg. 201, Slide A, Pg. 150, in Slide A, Pg. 200 and Slide A-212-B, Real Property Records, Hood County, Texas and further described as Lots 2 through 399, Block 1, Lots 1 through 113, 118 through 213, Block 2, and lots 1 through 209, Block 3, Section A, all of Section B, and all of Section C, (collectively known as the “Property”). The Property is hereby subjected to, governed by, and restricted in accordance with the Amended and Restated Comprehensive Subdivision Restrictions set forth in this instrument in order to subject all sections of Comanche Cove to a single set of restrictive covenants which shall run with the land.

1. There shall be established on Architectural Control Committee composed of three (3) members appointed by the Comanche Cove Owners' Association Board of Directors 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 high quality improvements in said property: and thereby to enhance the value of Investments made by purchasers of lots therein.

Members of the Architectural Control Committee shall serve terms of two (2) years. The Architectural Control Committee shall promulgate architectural guidelines to achieve the above stated purpose of the Committee. The architectural guidelines shall conform to the Deed Restrictions and where conflict arises, the Deed Restrictions shall apply. The Architectural guidelines shall be filed of record in the Deed Records of Hood County, Texas. The Architectural Control Committee shall review proposed construction, whether new or modification, to ensure it complies with these Restrictive Covenants and to ensure the construction or modification maintains an architectural harmony and compatibility with existing improvements in the Comanche Cove development.

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 (except Lots 1 thru 47, Block 1, Section C, and Lots 1 through 41 and 614, Block 2, Section C, which are hereby designated commercial and/or residential). 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; provided, however, that lots designated commercial and/or residential may also be used for commercial buildings. However, no residential building may be built on a lot (or contiguous lots used as a single building site), which lot or lots do not contain a total area of at least 4,000 square feet.

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 the written approval of the Architectural Control Committee on any structure. The exterior of any building must be painted or stained. All

buildings and structures shall be completely underskirted, 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. Subject to the provisions of paragraph 9, no manufactured homes, mobile homes, trailers, camping trailers, motor homes, tents, or other camping shelter shall ever be placed, parked, or permitted at any time, on the following lots:

Section C, Block 1

Lots 1 through 47, 50-62, 79-82, 84-122;

Lots 151 through 152, 180-181;

Lots 301 through 308, 314-324, 329-331, 333-339, 342-345, 348, 349, 354-356, 359-361, 363, 369-372;

Lots 404 through 408; and

Lots 522 through 537, 539, 541-545, 553.

All buildings and structures erected on the lots listed above shall be constructed “on site”.

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 as shown below, exclusive of porches, stoops, open or closed carports, patios or garages:

800 square feet on: Lots 352 through 364, Block 1, Section A, Lots 1 through 75, 134 through 138, 174, 175, 201 through 207, Block 2, Section A, Lots 1 through 43, and 46 through 97, Block 1, Section B, Lots 1 through 47, Block 1, Section C, and Lots 1 through 41 and 614, Block 2, Section C;

600 square feet on: Lots 1 through 30, 54 through 65, 106 through 193, Block 3, Section A, Lots 67 through 120, Block 2, Section B, Lots 124 through 150, 153 through 179 and Lots 182 through 300, Block 1, Section C, and Lots 295 through 378, 380 through 440, Block 2, Section C, provided the building site complies with the last sentence of paragraph 2 of these restrictions;

750 square feet on all other lots.

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 and front lot lines of Section A (except there shall be a 5 foot fence setback line along the front lot line of Lots 2, through 55, Block 1, Lots 1 through 113, Block 2, and Lots 1 through 41, Block 3, Section A) and there shall be a 5 foot fence setback line along the rear lot lines (except fences shall be permitted to extend to the rear lot lines on Lots 2 through 55, Block 1, Lots 1 through 113, Block 2, and Lots 1 through 41, Block 3, Section A), but without impairment of the easements reserved and granted in these restrictions.

Fences shall be permitted to extend to the side lot lines of Section B (except there shall be a 5 foot fence setback line along the east side of Lot 47, Block 1, Section B; the northwest side of Lots 17 and 24, Block 2, Section B; the southeast side of Lots 18, 25 and 43, Block 2, Section B; the east side of Lots 58, 66, 103, 121, 140, 240 and 287, Block 2, Section B; the west side of Lots 19 and 97, Block 1, Section B, and Lots 60, 67, 79, 81, 105, 120, 141, 230, and 239, Block 2, Section B; the north side of Lots 21, 32, 33 and 39, Block 1, Section B, and Lots 3, 102, 129, 130, 135, 137, 188, Block 2, Section B; the south side of Lots 46, 66, 71, 73, Block 1, Section B, and Lots 43, 84, 139, 165, 166, 205, 211, and 243, Block 2, Section B) and permitted to extend to the rear lot lines (except there shall be a 5 foot fence setback line along the rear lot lines on Lots 43 through 77, 80, 84 through 102, 106 through 113, 136, 142 through 144, and 188 through 287, Block 2, Section B); and there shall be a 5 foot fence setback line along the front lot lines but without impairment of the easements reserved and granted in these restrictions.

Fences shall be permitted to extend to the side lot lines of Section C (except there shall be a 5 foot fence setback line along the southeasterly side of Lot 321, Block 1, Section C, the north side of Lot 28, Block 1, Section C; the south side of Lot 27, Block 1, Section C; the southwesterly side of Lot 273, Block 2, Section C; the southerly sides of Lot 508, Block 2, Section C); and permitted to extend to the rear lot lines (except there shall be a 5 foot fence setback line along the rear lot lines on Lots 5 through 46, 79 through 96, 99 through 117, 301 through 322 and 324 through 354, Block 1, Section C, and Lots 1 through 3, 249 through 378, 380 through 457, 459 through 513, Block 2, Section C); and there shall be a 5 foot fence setback line along the front lot lines 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 than 10 feet (except no nearer to the side street line than 5 feet on Lots 82, 269, 331, 332, 352, 383, Block 1, Section A, Lots 118, 156, 157, 192, 213, Block 2, Section A, Lots 21, 32, 33, 39, 46, 47, 66, 73 and 97, Block 1, Section B, and Lots 3, 58, 60, 165, 173, 174, 187, 206, 240, 273 and 274, Block 2, Section B, and Lots 125, 183, 211, 213, 239, 242, 243, 272, 273, 297, 457, 467, 468, 497, 500, 525, and 545, Block 1, Section C, and Lots 63, 65, 72, 78, 272, 295, 327, 328, 362, 363, 400, 401, 440, and 476, Block 2, Section C) 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 of 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 81, 82, 331, 332, 339, 340, 352, 383, Block 1, Section A, Lots 36, 37, 52, 192, 207, 213, Block 2, Section A, Lots 1, 2 and 3, Block 1, Section B, and Lots 135, 136, 139 and 239, Block 2, Section B, Lots 124, 182, 211, 212, 300, 387, 389 through 397, and 497, Block 1, Section C; and Lots 270 through 273, 328, and 476, Block 2, Section C).

8. Subject to paragraph 10 hereof, no animals or birds, other than household pets, shall be kept on any lot.

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 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. Camping is only permitted on Lots 1 through 30, 54 through 65, 106 through 193, Block 3, Section A, Lots 67 through 120, Block 2, Section B, and Lots 295 through 378 and 380 through 440, Block 2, Section C. Camping shall be permitted on these lots indefinitely.

Manufactured homes, mobile homes and structures or buildings adjacent or supplemental thereto may only be placed and used upon any lot in Section A, any lot in Block 2, Section B, any lot in Block 1, Section C (except on Lots 1 through 47 and 431 through 467, on which mobile homes are prohibited), and on any lot in Block 2, Section C (except Lots 1 through 41, and 614, on which mobile homes are prohibited), 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 Lots 2 through 35, 80 through 83, 138 through 143, 204, 205, 268, 269, 312 through 340, 366, 399, Block 1, Section A and Lots 1 through 9, 76 through 81, 132, 133, 139 through 141, 171 through 173, 175 through 178, 198 through 200, 208 through 210, Block 2, Section A; 750 square feet in size minimum on Lots 1 through 3, 57 through 60, 130 through 134, 166 through 207, 230, and 231, Block 2, Section B; 600 square feet in size minimum on all other lots in Block 2, Section B; 750 square feet in size minimum on Lots 50 through 57, and 79 through 123, Block 1 Section C; 600 square feet in size minimum on all other lots in Block 1, Section C; 750 square feet in size minimum on Lots 42 through 63, 65 through 78, 232 through 294, 441 through 457, 459 through 513, Block 2, Section C; 600 square feet in size minimum on all other lots in Block 2, Section C; 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 manufactured home or mobile home not built by a commercial manufactured home or mobile home manufacturer be of design, appearance and quality comparable to those built by a commercial manufacturer; and (c) that an improved septic tank must be installed prior to occupancy. One camper, motor home, or travel type trailer of not more than 25 feet in length, may

be parked on any lot on which a residence has been constructed. Such trailer shall not be occupied or used as a temporary or permanent residence while parked in said lot. 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, manufactured home, 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 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 northeasterly side lot lines of Lots 378, Block 1, Lots 200 and 208, Block 2, and Lot 41, Block 3, Section A, (ii) the southwesterly side lot lines of Lots 55 and 377, Block 1, Section A, (iii) the northwesterly side lot line of Lot 362, Block 1, Section A, (iv) the northeasterly side lot lines of Lots 43, 77, 121 and 140, Block 2, Section B, (v) the southwesterly side lot lines of Lots 44, 76, 120 and 139, Block 2, Section B, (vi) the northwesterly side lot lines of Lots 17 and 24, Block 2, Section B, (vii) the southeasterly side lot line of Lots 18 and 25, Block 2, Section B, (viii) the northerly side lot line of Lot 28, Block 1, Section C; (ix) the southerly side lot line of Lot 27, Block 1, Section C; (x) the southeasterly side lot line of Lot 321, Block 1, Section C; and (xi) the southwesterly side of lot lines of Lot 273, Block 2, Section C; and (xii) the southerly side lot lines of Lot 508, Block 2, Section C. 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 not within the easement as long as such lines do not hinder the construction of buildings on any lots hereunder.

Drainage easements are reserved along and within 5 feet of the following lot lines: (i) the southeasterly side lot line of Lot 18, Block 1, Section A, (ii) the northwesterly side lot line of Lot 19, Block 1, Section A, (iii) the southwesterly lot lines of Lots 26, 27, and 28, Block 1, Section A, (iv) the northeasterly lot line of Lot 29, Block 1, Section A. Additionally, drainage easements are reserved over and across the following lots: Lots 382, 383, Block 1, Section A, Lots 51, 73, 84, 85, 86, 104, 105, 192, Block 2, Section A, Lots 21, 59, 60, 156 through 193, 200 through 204, Block 3, Section A. A Lone Star Gas Company easement, shown on the plat of the lots hereunder recorded in the office of the County Clerk of Hood County, Texas, affects Lots 35, 36, 78, 79, 85, 86, 134, 135, 147, 148, 200, 201, 207, 208, 266, 267, 269, 270, 331, Block 1, Section A.

Drainage easements are reserved along and within 5 feet of the following lot lines: (i) the southeasterly side lot line of Lots 18 and 25, Block 2, Section B, (ii) the northwesterly side lot line of Lots 17 and 24, Block 2, Section B, (iii) the southwesterly lot lines of Lots 76, 91 through 93, 136 and 139, Block 2, Section B, (iv) the northeasterly lot line of Lots 77, 110 through 113, 140, 142 through 144, Block 2, Section B, (v) the easterly lot line of Lots 70 through 77, 80, 84, 103, 106 through 109 and 121, Block 2, Section B, (vi) the westerly lot lines of Lots 84 through 90, 94 through 102, and 120, Block 2, Section B.

Drainage easements are reserved along and within 5 feet of the following lot lines: (i) the southeasterly side lot line of Lots 425 and 426 Block 1, Section C, (ii) the northwesterly side lot line of Lots 426 and 427 Block 1, Section C, (iii) the southwesterly lot lines of Lots 63 through 66, and 375 Block 1, Section C, (iv) the northeasterly lot lines of Lots 62 through 65 and 374 Block 1, Section C, (v) the easterly back lot line of Lots 210 and 211 Block 1, Section C, (vi) the westerly lot lines of Lot 212 Block 1, Section C, (vii) the northerly lot line of Lot 210 Block 1, Section C, (viii) the southerly lot line of Lot 209, Block 1, Section C, and (ix) across or on a portion of Lots 70, 71, 232, 247, 248, 483, and 489 Block 2, Section C.

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.

SANITATION EASEMENTS AND RESTRICTIONS. Those areas designated as being subject to sanitation easements on the plat of Comanche Cove Subdivision recorded in the office of the County Clerk, Hood County, Texas, including all or a portion of Lots 212 through 215, 256 through 262, 275 through 280, 298 through 304, 348 through 351, Block 1, Section A, Lots 142 through 146, 165 through 171, 179 through 184, Block 2, Section A, and Lots 54 through 65, 156, 201, 202, Block 3, Section A, are subject to the following restrictions:

The construction, fabrication, installation, or placement of a human or household waste disposal facility, animal or poultry shelter and/or any other source of possible pollution on any part of the area described by said sanitation easements is prohibited so long as the water well located at the center of the easement area is used for a public water supply. Pollution means such contamination or other alteration of the physical, chemical or biological properties of water as to render such water harmful, detrimental or injurious to public health, safety or welfare, or to legitimate beneficial use.

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 with 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, nor under any lot hereunder except into a septic tank or other approved system meeting the aforesaid requirements.

12. Assessments

Regular Assessments: Subject to the remaining provisions of this paragraph, as to each lot hereunder, an assessment is hereby made of \$90.00 per year per lot. Assessments on lots who current owners purchased said lots prior to May 1, 2003 retain a volume discount as follows:

One Lot - \$90.00

Two Lots - \$155.00

Three Lots - \$185.00

Four Lots - \$200.00

Five or more Lots - \$200.00 plus \$10.00 for each lot exceeding four lots

Each lot, regardless of date of ownership, is subject to a \$15.00 road assessment for the maintenance and upkeep of the roads of the association. Unless so stated in the vote and approval of any assessment or modification thereof, 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 by the undersigned as grantor. Such assessment shall be and is secured by a lien on each lot hereunder, respectively, and shall be payable to Comanche Cove Owners Association (a Texas nonprofit corporation), its successors and assigns, the owner of said assessment funds, on March 31 and September 30 of each year commencing in 1982, at which date in the year 1982 and in successive years said assessment lien shall the year 1982 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. In the event said Board of Directors makes such assessments payable 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 (30th) 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 assessments 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 of 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 on the last Friday in April, 1981, the undersigned shall not be eligible for membership in said Comanche Cove Owners Association. Assessments against lots owned by the undersigned shall accrue, and liens securing same may attach, only during such times as a contract to purchase said lots is then in force; no assessments shall be made against 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 or such increase to be voted on at such meeting. Any modification to assessments shall be documented in a Management Certificate which shall be filed of record in the Deed Records of Hood County, Texas. The Management Certificate shall include the details of notice to the membership, date of membership meeting, number of members in attendance, number of members voting, number of members voting for the modification and the number of members voting against the modification.

Special Assessments: Subject to the remaining provisions of this paragraph, lot owners are subject to the following Special Assessments:

- a. \$200.00 Transfer Fee which is due and payable upon purchase by the purchaser.
- b. \$1,000.00 Building Permit Fee for the initial residence built, which is due and payable prior to the moving of materials and the commencement of construction on any lot.

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, or create new 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 or such increase to be voted on at such meeting. Any modification or additions to special assessments shall be documented in a Management Certificate which shall be filed of record in the Deed Records of Hood County, Texas. The Management Certificate shall include the details of notice to the membership, date of membership meeting, number of members in attendance, number of members voting, number of member voting for the modification and the number of members voting against the modification shall be filed by filing of a Management Certificate.

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 s involved upon the undersigned, its successors or assigns recording with the County Clerk, Hood County, Texas, 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 and 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 defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restrictions 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, possession 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 proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.

16. Any provisions contained in these Subdivision Restrictions may be amended or repealed, in whole or in part, by the vote of at least sixty percent (60%) 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.

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I, the undersigned certify:

That I am the duly elected and acting President of the Comanche Cove Owners Association, Inc., a Texas non-profit corporation; and

That the foregoing Amended and Restated Comprehensive Subdivision Restrictions for Comanche Cove in its entirety by the vote of at least two-thirds of the votes cast at a meeting of the Members of Section A, at a meeting of the Members of Section B, at a meeting of the Members of Block 1, Section C, and at a meeting of the Members of Block 2, Section C of the Comanche Cove Owners Association, Inc., in which a quorum was present, on the 13th day of April 2024.

In witness, I have subscribed my name this _____ day of _____, 2024.

By: _____
Danny Wilson, President

Attest:

By: _____
Peggy Manion, Secretary

STATE OF TEXAS §

COUNTY OF HOOD §

This instrument was acknowledged before me on the ____ day of _____ 2024, by Danny Wilson, President of the Comanche Cove Owners Association, Inc, a Texas non-profit corporation, on behalf of said non-profit corporation.

NOTARY PUBLIC, STATE OF TEXAS