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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COMANCHE CLIFFS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") made this 21 day of May, 1985, by COMANCHE CLIFFS DEVELOPMENT COMPANY ("Declarant");

W I T N E S S E H:

Declarant is the owner of the real property referred to in Article II of this Declaration, and desires to create on said property a residential community and to provide for the preservation of the values and amenities in said community by subjecting the real property referred to in Article II to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

NOW, THEREFORE, Declarant declares that the real property referred to in Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants, Conditions and Restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the COMANCHE CLIFFS HOMEOWNERS ASSOCIATION, a nonprofit corporation incorporated, or to be incorporated, under the laws of the State of Texas.

(b) "Properties" shall mean and refer to all of the property subject to this Declaration pursuant to the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to the roads within the Properties, until the maintenance thereof is assumed by the County or other governmental agency which has jurisdiction thereof for maintenance of such roads, and to those areas of land designated as Parks or common areas or properties on the plat of the Properties, and all easements and rights of the Owners, in common with each other, as herein specified, together with any and all improvements that are now or may hereafter be constructed on or within such roads, parks and common areas, and all equipment and facilities on such properties.

(d) "Lot" shall mean and refer to each of the lots, tracts or plots of land lying within the Existing Property.

(e) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenant of record to assessment by the Association, including contract sellers, or who becomes a record owner of a fee or undivided fee interest by the acquisition of such title to any such Lot from such a record owner. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or any persons or entities who lease any Lot.

(f) "Member" shall mean and refer to each Owner as provided herein in Article III.

(g) "Declarant" shall mean and refer to COMANCHE CLIFFS DEVELOPMENT COMPANY, its successors and assigns, if (i) such successors and assigns should acquire more than one undeveloped Lot from the said COMANCHE CLIFFS DEVELOPMENT COMPANY for the purpose of development, and (ii) any such assignee shall receive by assignment from said Declarant all or a portion of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

(h) "Existing Property" shall mean and refer to the real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to Article II.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration (hereinafter defined as the "Existing Property") is located in Bandera County, State of Texas, and is more particularly described in EXHIBIT "A," attached hereto and made a part hereof for all purposes.

Declarant may, without the consent of any Owner, at any time and from time to time, add to the Existing Property, and to the concept of this Declaration any adjoining property which it now or hereafter owns within Bandera County, Texas, by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions, and such Supplemental Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as Declarant may determine to be necessary.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot (including the transferee of such Owner who becomes an Owner by the acquisition of a fee or undivided fee interest in a Lot) shall upon the acquisition, by original purchase or transfer, of the fee or undivided fee interest in such Lot, automatically be a Member of the Association and entitled to all rights of the Members, as herein provided, including the rights with respect to the Common Properties, subject, however, to the terms and provisions hereof.

Section 2. Classes of Membership. The Association shall have two classes of voting membership:

CLASS A: Class A Members shall be all Members with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote of such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B: The Class B Member(s) shall be the Declarant. The Class B Member(s) shall be entitled to three (3) votes

for each lot in which it holds the interest required for membership. When the total votes outstanding in the Class A membership equals the total votes outstanding in Class B membership, then the Class B membership shall cease and be converted into Class A membership.

All voting, notice and quorum requirements shall be as set forth in the Bylaws. Any vote or consent of Members required or permitted herein shall be the requisite percentage of members specified present and voting in person or by proxy at a meeting called for the purposes thereof.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 3 of this Article, every Member and every tenant of every Member who resides on a Lot, and each individual who resides with either of them or who is a guest of either of them, respectively, on such Lot shall have a right and easement of use and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot; PROVIDED, HOWEVER, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties, and provided that any guest using any park area of the Common Properties shall be accompanied by a Member. Declarant and the Members shall have a foot path easement along the river beneath the natural bluff approximately twenty feet (20') wide, measured from the bank of the river, such easement shall be within the area shown to be the flood plain on the plat of Comanche Cliffs recorded in Volume 6, Pages 90 and 91 of the Plat Records of Bandera County, Texas; provided that such easement shall at no point be wider than the area shown within the flood plain. Said foot path easement shall be for the sole purpose of passing along and upon said approximately twenty foot (20') foot strip of land by foot, and all vehicles and other means of transportation shall be prohibited; provided and except that Declarant shall have an easement for it and its agents, employees and representatives to pass upon, over and across said strip of land by foot and vehicle for showing the Properties to prospective purchasers. Park areas, situated at each end of the foot path provided for above shall be maintained and governed by the Association in accordance with the provisions of this ARTICLE.

Section 2. Title to the Common Properties. The Declarant shall dedicate and convey the fee simple title to the Common Properties to the Association, free and clear of all encumbrances and liens other than the lien of current taxes and assessments not in default, visible or apparent easements, roads and rights of way, the easements, covenants and restrictions of this Declaration and all utility easements, mineral interests and exceptions outstanding and of record in Bandera County, Texas.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties (including limiting the number of guests of Members);

(b) Subject to the vote of two-thirds (2/3rds) of the votes of each class of membership entitled to be cast by the

Members present or represented by proxy at a meeting at which a quorum is present, and which is duly called and held for the following purposes, the right of the Association, in accordance with its Articles of Incorporation, to borrow money for the purpose of improving the Common Properties and facilities and in aid thereof to mortgage the Common Properties, and the rights of such mortgagee in the Common Properties shall be subordinate to the rights of the homeowners hereunder;

(c) The right of the Association, as provided in its Bylaws, to suspend membership rights for any period during which any assessment against a Lot remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations; provided that the Association shall not deny the use of such of the Common Properties as is necessary for access to each Lot, including without limitation streets and sidewalks.

(d) Subject to the vote of two-thirds (2/3) of the votes of Members entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum is present and which is duly called and held for the following purpose, the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and upon such conditions as the Board of Directors of the Association may determine.

Section 4. Declarant's Use of Roads. Until Declarant has sold all of the Lots, Declarant shall have the right to drive within fifty feet (50') of an existing road on either side of said road in order to show the Lots.

Section 5. Maintenance of Roads. Declarant shall maintain the roads within the Properties until one-half (1/2) of the Existing Property is initially sold by Contract or Deed by Declarant, and thereafter the Association shall maintain all such roads until the County accepts the maintenance of such roads.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Declarant, for each Lot owned by it within the Properties, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association assessments or charges, such assessments to be fixed, established and collected from time to time as hereinafter provided. The assessments, together with such interest thereon and costs of collection thereof, shall be a charge on, and shall be a continuing lien upon, each Lot against which each such assessment is made, and shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the assessment became due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used (i) for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties; (ii) for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common

Properties; (iii) for carrying out the duties of the Board of Directors of the Association; and (iv) for carrying out the purposes of the Association as stated in its Articles of Incorporation.

Section 3. Improvements and Maintenance of the Common Properties Prior to Conveyance to the Association. After the date of the conveyance of the first Lot to an Owner, the Declarant shall have, at its election, the right in common with the Association to improve and maintain the Common Properties, and to exercise the duties of the Board of Directors of the Association and to pay taxes on and insurance in connection with the Common Properties and the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties. In this regard, all assessments collected by the Association (less such amounts required for the operation of the Association) shall be forthwith paid by the Association to Declarant, to the extent that such assessments are required by Declarant to improve and maintain the Common Properties as set forth in this paragraph and to carry out the duties of the Board of Directors of the Association.

Section 4. Basis and Amount of Annual Assessments. The Board of Directors shall not be required to fix assessments in each year, but the Board of Directors may fix the assessments at such amount as it shall determine. Commencing with the year beginning January 1, 1985, and each year thereafter, the amount of the maximum annual assessment for each Lot shall be FIFTY AND NO/100 DOLLARS (\$50.00) per year, payable in two (2) installments of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) each semi-annually, and said annual assessment shall be increased no more than \$12.00 per year without the approval of two-thirds (2/3rds) of the Members.

Section 5. Special Assessments for Capital Improvements. The Board of Directors may in its discretion levy in any assessment year an assessment for the purpose of defraying, in whole or in part, the cost of any unexpected construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto; PROVIDED, THAT any such assessment shall have the affirmative approval of two-thirds (2/3) of each class of the Members entitled to vote at a meeting at which a quorum is present and which is duly called and held for such purpose.

Section 6. Date of Commencement of Assessments; Due Dates. The assessments provided for herein shall be paid and shall be fixed in the respective resolution authorizing such assessment.

Section 7. Duties with Respect to Assessments.

(a) If the Board of Directors decides to fix and set assessments, the Board of Directors of the Association shall so fix the amount of the assessment against each Lot and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto.

(c) The Board of Directors shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer or agent of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

Section 8. Effect of Nonpayment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association; Sale by Delinquent Owner.

(a) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the nonpaying Owner which shall bind such Lot in the hands of the Owner, his heirs, legal representatives, successors and assigns. The obligation of an Owner to pay such assessments as are payable on or prior to the date on which his successors in title take possession of his Lot shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect, except as otherwise expressly provided in this Section. No Owner may waive or otherwise escape liability for the assessment provided herein by nonuse of the Common Properties or abandonment of his Lot.

(b) If any assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court, together with the costs of such action.

(c) No Owners shall, without the prior written consent of the Association (which consent need only be approved by the Board of Directors of the Association), sell, convey or in any way transfer any Lot, in whole or in part, when and if a certificate or notice of an unpaid assessment has been filed as to any such Lot, and such Owner may obtain from the Board of Directors of the Association, and upon request it shall furnish to such Owner's purchaser or transferee, a certificate (dated not more than ten [10] days prior to the date of transfer or conveyance) in writing signed by an officer or agent of the Association setting forth that all assessments payable by such Owner have been paid to the date thereof that such Owner is not delinquent in the payment of such assessments as of the date thereof, and that such Owner is otherwise in good standing with the Association. Any sale, transfer or conveyance by any Owner in violation of this subparagraph shall be void and of no force and effect.

Any transfer or conveyance by virtue of foreclosure, or in lieu thereof, with respect to first mortgages or deeds of trust constituting and creating a valid lien on a Lot are expressly excluded from the provisions and requirements of this subparagraph.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to the lien or equivalent security interest of any mortgage or deed of trust now or hereafter placed upon a Lot subject to assessment, if the mortgage or deed of trust is placed upon the Lot at a time when no certificate or notice of default has been filed of any assessment for such Lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the time when the holder of any mortgage or deed of trust comes into possession of a Lot under the provisions of the mortgage, by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or the time when a purchaser at any such foreclosure sale comes into possession, except for claims for a share of such charges or assessments resulting from a reallocation of such charges or assessments to all Lots including the mortgaged Lot in question. Such sale shall not relieve such Lots from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use.
- (b) All Common Properties as defined in Article I hereof.

Section 11. Omission of Assessments. The omission of the Board of Directors, before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is filed.

ARTICLE VI
GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS
OF THE ASSOCIATION

Section 1. Powers and Duties. The Board shall have the rights and powers specified herein and in the Bylaws and Articles of Incorporation for the Association.

Section 2. Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the maintenance fund, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

Section 3. Owner's Obligations to Repair. Each Owner shall, at his sole cost and expense, maintain and repair his Lot and the dwelling and other improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his Lot and such dwelling

and improvements as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the dwelling and other improvements situated thereon; and each Owner (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

ARTICLE VII

USE OF LOTS AND COMMON PROPERTIES - PROTECTIVE COVENANTS

The Properties (and each Lot situated therein) and the Common Properties shall be occupied and used as follows, and shall be subject to the following covenants and restrictions:

Section 1. Residential Purposes Only. Each Lot shall be used exclusively for single family residential purposes, and carports and parking spaces shall be used exclusively for the parking of passenger automobiles, other than automobiles designed and used for competitive racing, and except dismantled or inoperative vehicles.

Section 2. Obstructions, Etc. There shall be no obstruction of the Common Properties, nor shall anything be kept or stored in the Common Properties, nor shall anything be altered or constructed or planted in or removed from the Common Properties without the written consent of the Board.

Section 3. Restricted Actions by Owners. No Owner shall permit anything to be done or kept on his Lot or in the Common Properties which will result in the cancellation of or increase of any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed in the Common Properties.

Section 4. Signs. No sign of any kind shall be displayed to the public view on or from any part of the Properties, without the prior consent of the Committee (hereinafter defined), except signs temporarily used by Declarant in the development, sale or leasing of Lots, and "for sale" signs (of a size and composition approved by the Committee) temporarily used in the sale of Lots.

Section 5. Nuisances. Nothing shall (i) be done in any part of the Properties, nor shall (ii) any noxious or offensive activity be carried on, nor shall (iii) any outside lighting or loudspeakers or other sound-producing devices be used, which, in the judgment of the Board may be or become an unreasonable annoyance or nuisance to the other Owners.

Section 6. Damage to the Common Properties. Each Owner shall be liable to the Association for any damage to the Common Properties caused by the negligence or willful misconduct of the Owner or his family, guests or invitees. No glass containers shall be allowed in any of the Common Areas.

Section 7. Rules of the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have

violated said rules and regulations shall be liable to the Association for all damages and costs, including attorneys' fees.

Section 8. Animals. No animals, swine, livestock or poultry shall be raised, bred or kept in or on any portion of the Properties; except that dogs, cats or other household pets may be kept thereon, but not for any commercial purposes, provided that they do not create a nuisance and do not injure or harm any person or other animal, and except that one show calf or lamb or horses may be kept with the prior approval in writing of Declarant; provided that such calf or lamb is in a fenced area and is not allowed to run at large within the Properties.

Section 9. Waste. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage, debris, refuse and waste of any nature shall not be kept on any part of the Properties except in sanitary containers and under sanitary conditions. No outside toilets will be permitted, and no installation of any kind for disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, alleys, ditches or water bodies. All incinerators or other equipment for the storage or disposal of rubbish or trash material shall be kept in a clean and sanitary condition. Outside burning is prohibited unless approved by the Committee. No septic tank or sewage disposal system may be installed without the prior approval of the Committee (hereinafter defined) and the proper governmental authorities. All state, county and municipal (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times. No building materials of any kind or character shall be placed or stored upon a Lot until the Owner is ready to commence improvements, and then such material shall be placed within the property lines of the Lot. No noxious or illegal, immoral or undesirable thing or use whatsoever shall be permitted on any Lot.

Section 10. Boats; Motor Homes. No planes, trailers, construction equipment, boats, campers, abandoned cars or trucks, motorboats, houseboats (or other similar water-borne vehicles), motor homes or "camper" vehicles may be maintained, parked, housed, stored or kept on or within the Properties, except in an enclosed garage thereon, or by such other means or in such other location as conceals the same from view from streets and roads; provided that a motor home or trailer may be located on and used on a Lot for no more than seven (7) consecutive days and no more than twenty-one (21) total days in any one calendar year.

Section 11. Drainage and Maintenance. Each Owner shall not alter or change the drainage or seepage on, over and across, nor the grade of, his Lot by channeling, filling, grading, excavating or any other means or acts and shall not do, permit or cause to be done any act that results or might reasonably be expected to result in any adverse change or affect on such drainage or seepage.

Section 12. Side Line and Front Line Set Back Restrictions. No building shall be located on any Lot nearer than one hundred (100) feet to the front line of a Lot, twenty-five (25) feet to the rear line of a Lot, and ten (10) feet to the side line of a Lot [except a corner Lot which shall have a twenty-five (25) foot setback on the side abutting a road], without the prior written approval of the Committee (and the Committee can vary or waive any such set back requirements), except those certain Lots which adjoin the river, and these Lots shall not have a setback

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requirement as to the line along such river, as long as no building situated on the Lot encroaches into the flood plain as set forth on the plat of the Properties. No projection of any building shall be permitted to extend into or encroach upon the space between any building or setback line and the Lot line, except that the steps and platform of the main door may extend over said line not to exceed five (5) feet. The setback lines specified herein shall be measured from the line of each Lot.

Section 13. Fences, Walls, Hedges and Shrubs. No fence, wall, hedge or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the road property lines and a line connecting them at points 20 feet from the intersection of the road right of way lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitation shall apply to any Lot within ten (10) feet of a driveway or alley pavement. No screen planting over 30 inches high nor any fence shall be permitted between the Lot line and the building setback line. Fencing shall be post and rail or vertical siding of rough cedar not to include basket weave. Any other types of fencing must be approved by the Committee. Fencing shall not exceed six (6) feet in height. Any fencing around Lots must provide good access for utility meter reading and maintenance of utilities.

Section 14. Construction and Square Footage Requirements.

No more than one residence shall be constructed on any one Lot as shown on the plat of the Properties, although several Lots may be used for the site of one residence. The exterior of all residences shall be finished from ground level with no exposed foundations. Roofs will be kept free of all extraneous material. All exteriors of residences will be completely finished and maintained to include a minimum of two coats of paint, if of a material other than stone, brick or natural wood, such as cedar, cypress or redwood. All construction shall be new construction, and shall not have any metal exterior (unless approved in writing by the Committee, as hereinafter defined). No garage shall be required to be constructed on any Lot, unless required to comply with the provisions of Sections 1 or 10 of this Article. In no event shall any prefabricated, mobile home, modular home, or existing residence or garage be moved onto any Lot, nor shall any construction of any residence or temporary building be commenced on any Lot without the prior written approval of the Committee (hereinafter defined). Modular or mobile homes shall be permitted on certain of the Lots, as hereinafter provided, but must have a roof slope of at least 2°/12 with skirting installed with underpinning in such a manner that the foundation is not visible, and the skirting material and all associated improvements must be approved by the Committee (as hereinafter defined).

The minimum habitable square footage of any residence on Lots 40, 41, 42, 43 and 44 (exclusive of garages and porches) is 1,200 square feet, and such residence must be on-site built using conventional construction methods ("stick built"). No dome-type homes, mobile homes (single or double), modular or prefabricated homes may be situated on Lots 40-44.

The minimum habitable square footage of any residence constructed on Lots 25-39, 45-77, and 140-155 shall be 1,000 square feet (exclusive of garages and porches). Double wide

mobile homes and prefabricated or modular homes meeting the square footage requirements may be situated on such Lots subject to and with the approval by the Committee (hereinafter defined).

The minimum habitable square footage of any residence constructed on all Lots, except those specifically referenced above, shall be 700 square feet (exclusive of garages and porches), and double and single wide mobile homes, prefabricated and modular homes may be situated on these Lots with the approval of the Committee (hereinafter defined).

Section 15. Communication Equipment. No communication receiving or transmitting device or equipment shall be used on any Lot which interferes with the television reception on any other Lot without the prior written consent of the Committee (hereinafter defined), which consent may be withheld or, once given, revoked for any reason.

Section 16. Hunting. Hunting and the discharge of firearms is prohibited on the Common Areas and all Lots unless such hunting is planned, conducted or permitted under the direction of the Declarant.

Section 17. Temporary Structures. Except as permitted under Section 10, no temporary structure of any kind shall be erected or placed on any Lot, except that Declarant may use a temporary structure to house its sales and construction office on the Properties for a period of time not to exceed one (1) year from the date of the completion of such temporary structure, unless approved by the Committee in writing. Any carport, storage building or room, utility building or room, garage and/or servants quarters erected more than one hundred twenty (120) days prior to the completion of the main dwelling or residence shall be considered temporary structures. In no event shall any residential dwelling upon any Lot be occupied until it has been fully completed in accordance with the plans approved by the Committee (hereinafter defined). Except as permitted under Section 10, no trailer, basement, tent, shack or garage erected or placed on any Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. When construction is commenced, it shall be completed with all due diligence, and in any event within one hundred eighty (180) days of the date of commencement of such construction, unless an extension is granted in writing by the Committee (hereinafter defined).

Section 18. Repair. Each Member shall, at his sole cost and expense, maintain and repair his Lot and the dwelling and other improvements situated thereon, keeping the same in good condition and repair. All dead trees, shrubs and plants shall be promptly removed. In the event that any Member shall fail to maintain and repair his Lot and such dwelling and improvements as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the improvements situated thereon; and each Member (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Member to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

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Section 19. Oil and Gas. No oil exploration, drilling, development or refining operations and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels or mineral excavations or shafts shall be permitted upon or under any Lot, except Lot 5 and except for the quarrying and mining of road materials by Declarant and its employees, agents, representatives, successors and assigns, and the removal of materials for septic tank construction; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 20. Construction of Buildings and Other Structures. All buildings and structures on each Lot shall be of new construction and architecturally in harmony with the primary residential buildings. Every outbuilding, except a green house, shall correspond in style and architecture to the dwelling to which it is appurtenant. No outbuilding shall be used as a residence. Commercial utility buildings shall also be permitted as long as they are properly anchored and present a neat appearance conforming to the principal residence, as approved by the Committee (hereinafter defined). Oil, gas, butane or propane tanks or other similar facilities and equipment (as approved by the Committee, hereinafter defined) shall be screened on all sides from public view.

Section 21. Access. Access to each Lot shall be approved by the Committee (hereinafter defined).

ARTICLE VIII
ARCHITECTURAL CONTROL

Anything contained in this Declaration to the contrary notwithstanding, no erection of buildings or exterior additions or alterations to any building situated upon the Properties nor erection of or changes or additions in fences, hedges, walls and other structures, nor construction of any improvements nor any changes in the exterior color of any building, structure, fence, wall or other improvement, shall be commenced, erected or maintained until (1) a preliminary sketch showing the basic plan and general specifications of same shall have been submitted to and approved by an Architectural Control Committee (hereinafter called the "Committee") composed of three (3) members appointed by the Declarant as to the first two (2) years after the date hereof, and thereafter by the Board of Directors of the Association, and (2) the final plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance and location in relation to surrounding structures and topography by the Committee. The Committee may approve variances from the set-back restrictions provided in Section 13 of Article VII hereof on any Lot where the topography of, or other geographical circumstances pertaining to, the Lot would dictate such variance. A copy of the approved plans and drawings shall be furnished by the Owner to the Committee and retained by the Committee. If approval is granted, construction shall be commenced within six (6) months thereafter, and if not, such approval shall be automatically withdrawn. The building of any approved structure must be completed within six (6) months of commencement of construction. The Committee shall designate the streets and roads onto which access from each Lot must be located and no other access shall be permitted. In the event the Committee fails to approve or disapprove such design, location or variance request within thirty (30) days after said plans and specifications have been submitted to it, or in any

event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of the Committee nor the Board of Directors shall be entitled to compensation for, or liable for damages, claims or causes of action arising out of, services performed pursuant to this Article.

ARTICLE IX
EASEMENTS

Section 1. Utility Easements. Easements for installation, maintenance, repair and removal of utilities (including, but not limited to, sewer, water, telephone, power, gas and street lighting) and drainage facilities and floodway easements over, under and across the Properties are reserved by Declarant for itself, its successors and assigns. Declarant shall have the right to grant easements for such purposes over, under and across the Properties. Full rights of ingress and egress shall be had by Declarant and its successors and assigns at all times over the Properties for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement or with the use, maintenance, operation or installation of such utility. Notwithstanding the foregoing, however, Declarant covenants that at any such time as the utilities referred to in this Section shall have been installed or otherwise located on the Properties, Declarant will by written instrument recorded in the Deed Records of Bandera County, Texas, define the exact location of each such easement and will release the remainder of the Properties from the provisions of this Section. Any such instrument when executed and filed of record by Declarant shall be effective to limit the location of the easement provided for therein in accordance with its terms and conditions, notwithstanding that the utility company affected may not have executed such instrument.

Section 2. Ingress and Egress by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance and repair of each Lot in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as minimum inconvenience to the Owner as practical.

Section 3. Ingress and Egress by Police, Etc. The police, fire department, emergency units, ambulance company, utility companies and any governmental agency or department having jurisdiction, shall have the right of ingress and egress at all times over and upon the Properties, including without limitation streets and sidewalks, for the performance of their respective duties and responsibilities with respect to the Properties and in order to service the Properties.

Section 4. Surface Drainage Easements. Surface drainage easements as shown in the plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the Association or the proper public authority having jurisdiction over storm drainage shall have the right to repair

VOL 260 PAGE 732

and maintain such easements, or to require such repair and maintenance, as shall be reasonably necessary to keep the conductors unobstructed.

ARTICLE X
GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty-five (35) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by two-thirds (2/3rds) of the Members of each class has been recorded in Bandera County, Texas, agreeing to abolish said Covenants, Conditions and Restrictions in whole or in part; provided, however, that no such agreements to abolish shall be effective unless made and recorded ninety (90) days in advance of the effective date of such change.

Section 2. Amendments. Except as provided in this Declaration, the Covenants, Conditions and Restrictions of this Declaration may be amended or changed in whole or in part, upon the affirmative approval of two-thirds (2/3rds) of the Members of each class entitled to vote at a meeting at which a quorum is present, and which is duly called and held for such purpose, and in each case such amendment shall be evidenced by a document in writing signed by an officer of the Association certifying to the approval required by the provisions of this Section; provided however, that the Declarant shall have the right to amend this Declaration at any time, and from time to time, without the consent of any other Member, to the extent that such amendments are required by the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other governmental or quasi-governmental authority involved in financing the improvement, purchase or sale of any of the Lots or the improvements to be constructed thereon. All amendments, if any, shall be recorded in the office of the County Clerk of Bandera County, Texas.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages or to enforce any lien created by these covenants, and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provision which shall remain in full force and effect.

Section 5. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 6. Notices. Any notices required to be given to any Member or Owner or otherwise under the provisions of this Declaration shall be deemed to have been properly delivered when

deposited in the United States Mails, postage prepaid, addressed to the last known address of the person to whom it is addressed, as appears on the records of the Association at the time of such mailing.

Section 7. Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Bylaws, shall be determined by the Board of Directors, which determination shall be final and binding upon all Owners.

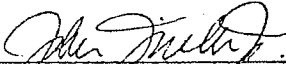
Section 8. Resubdivision. No Lot may be resubdivided or replatted without the prior written consent of Declarant; each Owner (as defined in the Declaration) hereby delegating to Declarant the right and authority to approve or disapprove the same and each Owner hereby expressly waiving any right to approve the same and any notice of the same. Subject to the approval of any and all appropriate governmental agencies having jurisdiction thereof, Declarant hereby reserves the right at any time while it is the owner thereof to resubdivide and replat any Lot without the consent of any other Owner and each such Owner expressly waives any notice of, and any right to consent to, any such resubdivision, replat, modification or waiver, as herein set forth without any notice to, or consent of, any such Owner. Further, each Owner expressly waives any rights such Owner may have to notice of, consent to or approval of any such resubdivision or replat, under any applicable laws, ordinances, rules or regulations.


Section 9. County Enforcement. Bandera County shall have the right to enforce these restrictions.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name and on its behalf on this 21 day of May, 1985.

DECLARANT:

COMANCHE CLIFFS DEVELOPMENT COMPANY, a joint venture created under the Texas Uniform Partnership Act, acting by and through the undersigned representatives of such joint venture, who, by execution hereof, certify and warrant that the undersigned have been duly authorized and empowered to execute this Declaration on behalf of Declarant

By: 
John Miller, Jr.

By: 
Carl D. Meek, Jr.

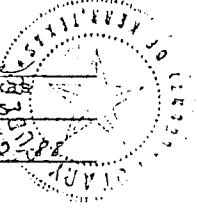
VOL 260 PAGE 734

THE STATE OF TEXAS §

THE COUNTY OF KERR §

This instrument was acknowledged before me on the 21 day of May, 1985, by JOHN MILLER, JR. and CARL D. MEEK, JR., Venturers of of COMANCHE CLIFFS DEVELOPMENT COMPANY, a joint venture created under the Texas Uniform Partnership Act on behalf of said joint venture.

Retty M. Jones
Notary Public, State of Texas
RETTY M. JONES
(Notary's Printed Name)
My Commission Expires: 4-2-88



700-

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made as of the 9th day of May, 1987;

WITNESSETH:

A. Comanche Cliffs Development Company has heretofore executed and acknowledged that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration"), dated May 21, 1985, covering certain real estate and premises situated in Bandera County, Texas, which is more particularly referred to and described therein and has caused the Declaration to be filed in the office of the County Clerk of Bandera County, Texas, in Volume 260, Page 719, et seq., of the Official Public Records of Bandera County, Texas.

B. The Declaration provides it may be amended by two-thirds of the Members of each class entitled to vote at a meeting at which a quorum is present.

C. The Comanche Cliffs Homeowners Association, a Texas Corporation organized under the Texas Non-Profit Corporation Act, held a called meeting on May 9, 1987, at which a quorum was present and at which two-thirds of each class of Members present approved an amendment to the Declaration to prohibit manufactured housing.

NOW, THEREFORE, under and pursuant to the terms, covenants and provisions of the Declaration the Comanche Cliffs Homeowners Association acting by and through its duly authorized officer (i) hereby certifies that the approval required by the provisions of the Declaration to amend the Declaration was obtained and given at the meeting of the Members of such Association duly called and held for such purposes and (ii) hereby declares and sets forth the amendment of the Declaration to be and read as follows, so that the Declaration is hereby amended as follows:

"Notwithstanding any provisions of the Declaration to the contrary the Properties and each Lot situated therein, as defined in the Declaration, shall be occupied and used subject to, and shall be subject to, the covenant and restriction that no mobile homes, modular homes or manufactured housing shall be permitted on or used on any of the Lots or other portions of the Properties, except only the existing mobile home now located on Lot 51 but only for so long as such mobile home on Lot 51 remains thereon (such exception terminating upon the removal of such mobile home from said Lot 51)."

The terms, provisions, covenants, conditions and restrictions set forth in and made the subject of the Declaration are hereby reaffirmed and agreed to be in full force and effect, subject to the amendment set forth herein.

IN WITNESS WHEREOF, the Comanche Cliffs Homeowners Association has caused this Amendment to be executed in its name and on its behalf by its duly authorized officer as of the 9th day of May, 1987.

COMANCHE CLIFFS HOMEOWNERS ASSOCIATION

By: Joel Ayala President



A. D. Melf
Secretary

EXHIBIT "A"

LOTS ONE (1) through ONE HUNDRED FIFTY-FIVE, and LOTS A and B, COMANCHE CLIFFS, a subdivision in Bandera County, Texas, according to the plat thereof as shown of record in Volume 6, pages 90 and 91 of the Map and Plat Records of Bandera County, Texas.

EXHIBIT "A"

THE STATE OF TEXAS X
COUNTY OF KERR X

This instrument was acknowledged before me on this 2nd day of June, 1987; by Carl S. Meek Jr. and Paul Ayala of COMANCHE CLIFFS HOMEOWNERS ASSOCIATION, on behalf of said association.

Petty M. Jones
Notary Public, State of Texas
My Commission expires: 1-2-88
PETTY M. JONES
(Printed or typed name of Notary)

56652

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

FILED FOR RECORD

This 8 Day of June, 1987

At 3:15 O'Clock P.M.

Vera King
County Clerk, Bandera County, Texas

By Demetrius Deputy

STATE OF TEXAS
COUNTY OF BANDERA

I hereby certify that this instrument was FILED in FILE Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the OFFICIAL PUBLIC Records, of Bandera County, Texas on

June 15, 1987



Vera King
County Clerk, Bandera County, Texas

By Michael Deputy

**Comanche Cliffs Homeowners Association
GUIDELINES FOR SOLAR ENERGY DEVICES**

STATE OF TEXAS

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF BANDERA

WHEREAS, the Comanche Cliffs Homeowners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.010 ("Section 202.010") thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

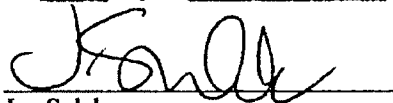
NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices* within the community.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may only be installed with advance written approval of the Architectural Control Committee subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
 - a. have no portion of the Device higher than the roof section to which it is attached; and
 - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
 - c. conform to the slope of the roof; and

- d. be aligned so the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 - e. have a frame, brackets and visible piping or wiring that is a color to match the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
 - f. be located in a position on the roof which is least visible from any street or common area, so long as such location does not reduce estimated annual energy production more than 10% over alternative roof locations (as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory [www.nrel.gov] or equivalent entity).
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the top of the fence. If the fence is not a solid fence which blocks view of the Device, the Association may require the Device be placed in a location behind a structure or otherwise require visual screening. The Association may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
8. Installed Devices may not:
- a. threaten public health or safety; or
 - b. violate any law; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed.

The guidelines are effective upon recordation in the Public Records of Bandera County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 13th day of October 2011.



Joe Sulak
President
Comanche Cliffs Homeowners Association

STATE OF TEXAS §
 §
COUNTY OF BANDERA §

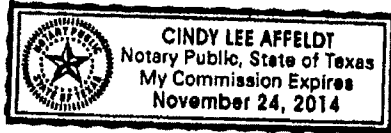
Before me, the undersigned authority, on this day personally appeared Joe Sulak, President of Comanche Cliffs Homeowners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 9th day of November 2011.

Cindy Lee Affeldt
Notary Public, State of Texas

Cindy Lee Affeldt
Printed Name

[Notarial Seal]



My commission expires: 11-24-14

Filed for Record in:
Bandera County

On: Nov 10, 2011 at 10:47A

As a
Recording

Document Number: 00191655

Amount: 24.00

Receipt Number - 98244

By,
Tandie Hansfield

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law.

STATE OF TEXAS

COUNTY OF BANDERA

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and and page of the official records of: Bandera County as stamped hereon by me.

Nov 10, 2011

Candy Wheeler, County Clerk
Bandera County

Return to:
C.I.A. Services, Inc.
P.O. Box 63178
Pipe Creek, Tx 78063

**Comanche Cliffs Homeowners Association
GUIDELINES FOR ROOFING MATERIALS**

STATE OF TEXAS §
 §
COUNTY OF BANDERA §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Comanche Cliffs Homeowners Association (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 (“Section 202.011”) thereto dealing with the regulation of roofing materials; and

WHEREAS, the Board of Directors of the Association (“Board”) has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding roofing materials therein, it is appropriate for the Association to adopt guidelines regarding roofing materials within the community.

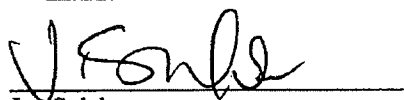
NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Roofing Materials* within the community.

1. All buildings shall be roofed with composition shingles or standing seam metal panels unless otherwise approved in writing by the Architectural Control Committee. Wood shingles are specifically prohibited for safety reasons.
2. Composition shingles must weigh have a manufacturer’s warranty of at least 25 years.
3. All roofing colors must be approved in advance by the Architectural Control Committee.
4. Roof overlays are not allowed. Prior to roofing, all existing materials must be removed down to clean decking. Any damaged or deteriorated decking must be replaced.
5. Ridge vent are encouraged, to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required.
6. All roof protrusions, such as vents, roof jacks, must be painted to match the roofing material.
7. Subject to Section 8 below and with advance written approval from the Architectural Control Committee, an owner may install shingles (“Alternative Shingles”) which are designed primarily to:
 - a. be wind and hail resistant; or
 - b. provide heating or cooling efficiencies greater than traditional composition shingles; or
 - c. provide solar energy capture capabilities.
8. Once installed, any such Alternative Shingles must:

- a. resemble the shingles used or authorized to be used on other structures within the Association; and
- b. be more durable than and of equal or superior quality to the shingles used or authorized to be used on other structures within the Association; and
- c. match the aesthetics of properties surrounding the owner's property.

The guidelines are effective upon recordation in the Public Records of Bandera County, and supersede any guidelines for roofing materials which may have previously been in effect. Except as affected by Section 202.011 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 13th day of October 2011.

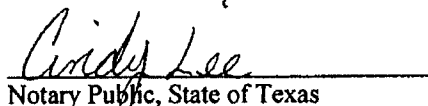


Joe Sulak
President
Comanche Cliffs Homeowners Association

STATE OF TEXAS §
 §
COUNTY OF BANDERA §

Before me, the undersigned authority, on this day personally appeared Joe Sulak, President of Comanche Cliffs Homeowners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 9th day of November, 2011.

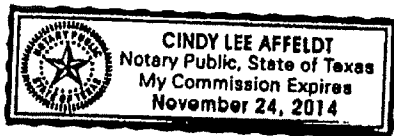


Notary Public, State of Texas

Cindy Lee Affeldt
Printed Name

My commission expires: 11-24-11

[Notarial Seal]



Filed for Record in:
Bandera County

On: Nov 10, 2011 at 10:47A

As a
Recording

Document Number: 00191654

Amount 20.00

Receipt Number - 98244

By:
Tandie Mansfield

Any provision herein which restricts
the sale, rental or use of the
described real property because
of color or race is invalid and
unenforceable under Federal Law.

STATE OF TEXAS
COUNTY OF BANDERA

I hereby certify that this
instrument was filed on the date and
time stamped hereon by me and was
duly recorded in the volume and
and page of the official records of:
Bandera County
as stamped hereon by me.

Nov 10, 2011

Candy Wheeler, County Clerk
Bandera County

Return to:
C.I.A. Services, Inc.
P.O. Box 63178
Pipe Creek, Tx 78063

**Comanche Cliffs Homeowners Association
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS**

STATE OF TEXAS §
 §
COUNTY OF BANDERA §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Comanche Cliffs Homeowners Association (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) (“Section 202.007”) thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as “Rainwater Recovery Systems” or “Systems”); and

WHEREAS, the Board of Directors of the Association (“Board”) has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Systems* within the community.

1. Rainwater Recovery Systems may be installed with advance written approval of the Architectural Control Committee subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the Systems may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by the Architectural Control Committee.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - a. the barrel must not exceed 55 gallons; and
 - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
 - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and

- d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
5. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
6. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, Architectural Control Committee approved ponds may be used for water storage.
7. Harvested water must be used and not allowed to become stagnant or a threat to health.
8. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view from any street or common area.

The guidelines are effective upon recordation in the Public Records of Bandera County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 13th day of October 2011.



Joe Sulak
President
Comanche Cliffs Homeowners Association

STATE OF TEXAS §
 §
COUNTY OF BANDERA §

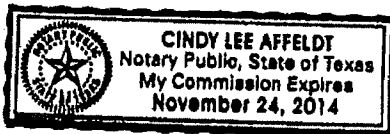
Before me, the undersigned authority, on this day personally appeared Joe Sulak, President of Comanche Cliffs Homeowners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 9th day of November, 2011.

Cindy Lee Affeldt
Notary Public, State of Texas

Cindy Lee Affeldt
Printed Name

[Notarial Seal]



My commission expires: 11-24-14

Filed for Record in:
Bandera County

On: Nov 10, 2011 at 10:47A

As a
Recording

Document Number: 00191653

Amount 24.00

Receipt Number - 98244
By:
Tandie Honsfield

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law.

STATE OF TEXAS
COUNTY OF BANDERA

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and and page of the official records of: Bandera County as stamped hereon by me.

Nov 10, 2011

Candy Wheeler, County Clerk
Bandera County

Return to:
C.I.A. Services, Inc.
P.O. Box 63178
Pipe Creek, Tx 78063

**Comanche Cliffs Homeowners Association
GUIDELINES FOR DISPLAY OF FLAGS**

STATE OF TEXAS §
 §
COUNTY OF BANDERA §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Comanche Cliffs Homeowners Association (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 (“Section 202.011”) thereto regarding the display of flags; and

WHEREAS, the Board of Directors of the Association (“Board”) has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Flags* within the community.

1. These Guidelines apply to the display of (“Permitted Flags”):
 - 1.1. the flag of the United States; and
 - 1.2. the flag of the State of Texas; and
 - 1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in Section 1 above including, but not limited to:
 - 2.1. flags for schools, sports teams, businesses or foreign countries; or
 - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - 2.3. historical versions of flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the Architectural Control Committee is required for any free-standing flagpole and any additional illumination associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags shall be no larger than three foot (3’) by five foot (5’) in size.

7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions.
11. Up to two flagpoles, free-standing and/or attached, may be installed on the Owner's property.
12. Free-standing flagpoles may not be installed in any location described below:
 - 12.1. in any location other than the Owner's property; or
 - 12.2. within a ground utility easement or encroaching into an aerial easement; or
 - 12.3. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - 12.4. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - 12.5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
13. Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - 13.1. be ground mounted in the vicinity of the flag; and
 - 13.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - 13.3. point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and
 - 13.4. provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
14. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.
15. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.

- 16. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of Bandera County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 13th day of October 2011.

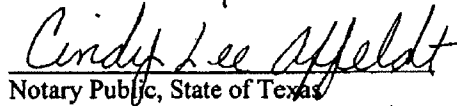


Joe Sulak
President
Comanche Cliffs Homeowners Association

STATE OF TEXAS §
 §
COUNTY OF BANDERA §

Before me, the undersigned authority, on this day personally appeared Joe Sulak, President of Comanche Cliffs Homeowners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 9th day of November, 2011.



Notary Public, State of Texas

Cindy Affeldt
Printed Name

My commission expires: 11-24-14

[Notarial Seal]



Filed for Record in:
Bandera County

On: Nov 10, 2011 at 10:47A

As a
Recording

Document Number: 00191652

Amount 24.00

Receipt Number - 98244
By,
Tandie Mansfield

Any provision herein which restricts
the sale, rental or use of the
described real property because
of color or race is invalid and
unenforceable under Federal Law.

STATE OF TEXAS
COUNTY OF BANDERA

I hereby certify that this
instrument was filed on the date and
time stamped hereon by me and was
duly recorded in the volume and
and page of the official records of:
Bandera County
as stamped hereon by me.

Nov 10, 2011

Candy Wheeler, County Clerk
Bandera County

Return to:
C.I.A. Services, Inc.
P.O. Box 63178
Pipe Creek, Tx 78063

**Comanche Cliffs Homeowners Association
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BANDERA §

WHEREAS, the Comanche Cliffs Homeowners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.018 ("Section 202.018") thereto dealing with the regulation of display of certain religious items; and

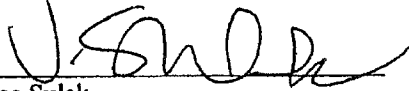
WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Certain Religious Items* within the community.

1. A property owner or resident may display or attach one or more religious items to each or any entry to their dwelling. Such items may include any thing related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 225 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the Architectural Control Committee is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

The guidelines are effective upon recordation in the Public Records of Bandera County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 13th day of October 2011.

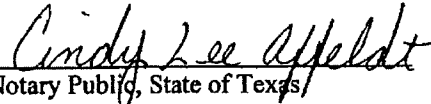


Joe Sulak
President
Comanche Cliffs Homeowners Association

STATE OF TEXAS §
 §
COUNTY OF BANDERA §

Before me, the undersigned authority, on this day personally appeared Joe Sulak, President of Comanche Cliffs Homeowners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

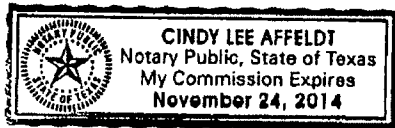
Given under my hand and seal of office this 9th day of November 2011.



Notary Public, State of Texas

Cindy Lee Affeldt
Printed Name

[Notarial Seal]



My commission expires: 11-24-14

Filed for Record in:
Bandera County

On: Nov 10, 2011 at 10:47A

As a
Recording

Document Number: 00191651

Amount 20.00

Receipt Number - 98244

By,
Tandie Hansfield

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law.

STATE OF TEXAS
COUNTY OF BANDERA

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and and page of the official records of Bandera County as stamped hereon by me.

Nov 10, 2011

Candy Wheeler, County Clerk
Bandera County

Return to:
C.I.A. Services, Inc.
P.O. Box 63178
Pipe Creek, Tx 78063

**Comanche Cliffs Homeowners Association
RECORDS PRODUCTION AND COPYING POLICY**

STATE OF TEXAS §
 §
COUNTY OF BANDERA §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Comanche Cliffs Homeowners Association (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to amend Section 209.005 (“Section 209.005”) thereto regarding owner access to Association documents and records (“Records”); and

WHEREAS, the Board of Directors of the Association (“Board”) desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Records Production and Copying Policy*.

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
 - a. be sent by certified mail to the Association’s address as reflected in its most recent Management Certificate filed in the County public records; and
 - b. contain sufficient detail to identify the specific Records being requested; and
 - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
 - (1) format: electronic files, compact disk or paper copies
 - (2) delivery method: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
 - a. the requested Records, if copies were requested and any required advance payment had been made; or
 - b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or

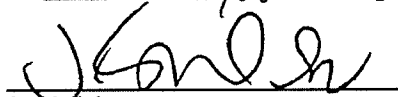
- c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
 - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
 - e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.
4. The following Association Records are not available for inspection by owners or their proxies:
 - a. the financial records associated with an individual owner; and
 - b. deed restriction violation details for an individual owner; and
 - c. personal information, including contact information other than an address for an individual owner; and
 - d. attorney files and records in the possession of the attorney; and
 - e. attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.
5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below:
 - a. black and white 8½"x11" single sided copies ... \$0.10 each
 - b. black and white 8½"x11" double sided copies ... \$0.20 each
 - c. color 8½"x11" single sided copies ... \$0.50 each
 - d. color 8½"x11" double sided copies ... \$1.00 each
 - e. PDF images of documents ... \$0.10 per page

- f. compact disk ... \$1.00 each
 - g. labor and overhead ... \$18.00 per hour
 - h. mailing supplies ... \$1.00 per mailing
 - i. postage ... at cost
 - j. other supplies ... at cost
 - k. third party fees ... at cost
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.
9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This Policy is effective upon recordation in the Public Records of Bandera County, and supersedes any policy regarding records production which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 9th day of November 2011.



Joe Sulak
President
Comanche Cliffs Homeowners Association

STATE OF TEXAS §
 §
COUNTY OF BANDERA §

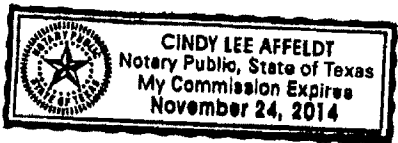
Before me, the undersigned authority, on this day personally appeared Joe Sulak, President of Comanche Cliffs Homeowners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 9th day of November, 2011.

Cindy Lee Affeldt
Notary Public, State of Texas

Cindy Lee Affeldt
Printed Name

[Notarial Seal]



My commission expires: 11-24-14

Filed for Record in:
Bandera County

On: Nov 10, 2011 at 10:47A

As a
Recording

Document Number: 00191650

Amount 28.00

Receipt Number - 98244

By,
Tandie Hunsfield

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law.

STATE OF TEXAS
COUNTY OF BANDERA

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and and page of the official records of: Bandera County as stamped hereon by me.

Nov 10, 2011

Candy Wheeler, County Clerk
Bandera County

Return to:
C.I.A. Services, Inc.
P.O. Box 63178
Pipe Creek, Tx 78063

**Comanche Cliffs Homeowners Association
DOCUMENT RETENTION POLICY**

STATE OF TEXAS

§
§
§

COUNTY OF BANDERA

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Comanche Cliffs Homeowners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005") thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Document Retention Policy*.

1. Association Documents may be maintained in paper format or in an electronic format this can be readily transferred to paper.
2. Association Documents shall be retained for the durations listed below:
 - a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
 - b. financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years (for example the July 2011 financial statements shall be retained until July 31, 2018); and
 - c. account records of current owners shall be retained for five (5) years (for example, invoice, payment and adjustment records on an owner's account with a transaction date of 08/15/2011 will be retained until 08/15/2016 subject to section (d) below); and
 - d. account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property; and
 - e. contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2011 and not extended by amendment must be retained until 06/30/2015); and
 - f. minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2011 board meeting must be retained until 07/20/2018); and

- g. tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year (for example, a tax return for the calendar year 2011 shall be retained until 12/31/2018); and
 - h. decisions of the Architectural Control Committee or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date (for example, an application for a swimming pool approved on 10/31/2011 must be retained until 10/31/2018).
3. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.
 4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

This Policy is effective upon recordation in the Public Records of Bandera County, and supersedes any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 13th day of October 2011.



Joe Sulak
President
Comanche Cliffs Homeowners Association

STATE OF TEXAS §
 §
COUNTY OF BANDERA §

Before me, the undersigned authority, on this day personally appeared Joe Sulak, President of Comanche Cliffs Homeowners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 9th day of November, 2011.

Cindy Lee Affeldt
Notary Public, State of Texas

[Notarial Seal]

Cindy Lee Affeldt
Printed Name

My commission expires: 11-24-14



Filed for Record in:
Bandera County

On: Nov 10, 2011 at 10:47A

As a
Recording

Document Number: 00191648
Amount: 24.00

Receipt Number - 98244
By,
Tandie Mansfield

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law, STATE OF TEXAS

COUNTY OF BANDERA

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and and page of the official records of: Bandera County as stamped hereon by me.

Nov 10, 2011

Candy Wheeler, County Clerk
Bandera County

Return to:
C.I.A. Services, Inc.
P.O. Box 63178
Pipe Creek, Tx 78063