

2109

BOOK 318 PAGE 642

COVENANTS AND RESTRICTIONS  
ON AND FOR CANYON CREEK  
ADDITION-UNIT 5

STATE OF TEXAS        I  
                          I  
COUNTY OF HOOD       I

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CANYON CREEK PROPERTIES, INC. (hereinafter referred to as "Developer") is the owner and developer of that certain Canyon Creek Addition, Unit 5 described as:

Lots 1 thru 173, Unit 5, Canyon Creek Addition, according to the map and plat thereof filed of record on the 9th day of April, 1980, on slide A-198-B, of the Map Plat Records of Hood County, Texas

(such plat, and any revisions, supplements or additions thereto are incorporated herein by reference for all purposes); and

WHEREAS, for the purpose of creating and carrying out a uniform plan for the improvement and development of Unit 5, Canyon Creek Addition (including, but not limited to, preserving (so far as is practicable) the natural beauty of the property; minimizing the erection of poorly designed, unproportioned or unsuitable structures; encouraging harmonious architectural schemes; and advancing the highest and best development use of the property) Developer desires to implement the following restrictions, conditions and use limitations;

NOW, THEREFORE, Developer, in order to create and carry out a general and uniform plan for the development, improvement and use of lots within Unit 5, Canyon Creek Addition, and for the benefit of the present and future owner(s) of said lots, does hereby adopt and establish the following covenants, conditions and restrictions which shall be applicable to all land within Unit 5, Canyon Creek Addition (hereinafter referred to as "the subdivision unit"):

1. All lots in the subdivision unit shall be used, known and described as single-family residential lots. No lot may be further subdivided. No duplexes, apartments or other multi-family dwellings, structures or uses shall be permitted on any lot. No commercial activity or use (save and except that of

2738

390-284

AMENDMENT TO THE  
COVENANTS AND RESTRICTIONS  
ON AND FOR THE  
CANYON CREEK ADDITION  
UNIT 5

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

WHEREAS, on the 16th day of April, 1980, CANYON CREEK PROPERTIES, INC. (hereinafter referred to as "Developer") filed an instrument with the Clerk of Hood County, Texas entitled "Covenants and Restrictions on and for Canyon Creek Addition, Unit 5 (hereinafter referred to as "the Covenants") bearing Clerk's file number 2109, recorded on April 16, 1980 in Book 318, pages 642 through 646 of the Deed Records of Hood County, Texas (to which reference is hereby made for all purposes); and

WHEREAS, within numbered paragraph 7 of the Covenants the Developer reserved the power and authority to amend the Covenants; and

NOW, THEREFORE, Developer hereby amends the Covenants as follows:

A. The following paragraph shall be, and it hereby is, numbered paragraph 10 of the Covenants:

Rural mail boxes for use in the subdivision shall be U.S. Standard Style No. 1, galvanized steel #6210611. They shall be mounted on a one and one quarter (1 1/4) inch steel pipe painted black and set in concrete with a minimum of twelve (12) inches of concrete.

B. The following paragraph shall be, and it hereby is, numbered paragraph 11 of the Covenants:

Culverts for driveways shall be a minimum of twelve (12) feet in length. Each culvert will be fifteen (15) inches in diameter, galvanized, corrugated steel with an 18 gage minimum. Each culvert shall have a minimum cover of dirt or rock of eight (8) inches.

C. In all other respects the Covenants shall remain in full force and effect.

SECOND  
AMENDMENT TO THE  
COVENANTS AND RESTRICTIONS  
ON AND FOR THE  
CANYON CREEK ADDITION  
UNIT 5

321-188

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

WHEREAS, on the 19th day of April, 1980, CANYON CREEK PROPERTIES, INC. (hereinafter referred to as "Developer") filed an instrument with the Clerk of Hood County, Texas entitled "Covenants and Restrictions on and for Canyon Creek Addition, Unit 5 (hereinafter referred to as "the Covenants") bearing Clerk's file number 2109, recorded on April 16, 1980 in Book 318, pages 642 through 646 of the Deed Records of Hood County, Texas (to which reference is hereby made for all purposes); and

WHEREAS, within numbered paragraph 7 of the Covenants the Developer reserved the power and authority to amend the Covenants; and

NOW, THEREFORE, Developer hereby amends the Covenants as follows:

A. The following shall be the numbering of lots and filing information of the revised plat for Canyon Creek Addition, Unit 5.

Lots 7 thru 173, Unit 5, Canyon Creek Addition, according to the map and plat thereof filed of record on the 11th day of June, 1980, on slide A 1000-12, of the Map Plat Records of Hood County, Texas

B. In all other respects the Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on this the 11th day of May, 1980.

DEVELOPER: CANYON CREEK PROPERTIES, INC.

By: [Signature]  
K. Mike Ward, President



however, sale or resale of lots in the Subdivision shall not be considered to be commercial activity.

(2) All lots listed in Unit 5, Canyon Creek Addition Subdivision, shall be designated as "Combination Lots." Each dwelling constructed on any lot listed in Unit 5 shall contain a minimum of four hundred fifty (450) square feet of covered floor area, exclusive of all porches, garages or breezeways attached to the main dwelling. Mobile homes (excluding, however, wrecked mobile homes or mobile homes in a dilapidated condition), prefabricated dwellings and modular homes may be brought upon or placed on any lot listed in Unit 5, provided that prior to occupancy, any mobile home or other dwelling shall be properly skirted and pinned. Factory made recreational vehicles may be used on a temporary basis to camp on the lots listed in Unit 5 when clearing the lot or construction is in progress subject, however, to the prior approval of the Property Owners Association as well as the rules and regulations of the Property Owners Association. No camping by tent or similar form of shelter or by homemade or converted vehicles or buses shall be permitted on any lot listed in Unit 5. No camping supplies or equipment shall be left on any lot when camping is not taking place unless stored within a storage building which has been theretofore approved by the Property Owners Association.

(3) No building or structure on any lot shall exceed two (2) stories in height. All dwellings must be properly connected to all necessary utilities, including a septic system, prior to occupancy. Septic tank installation and sanitary plumbing shall conform to any and all requirements of the Texas State Department of Health, the Brazos River Authorities and Hood County, Texas. No building, dwelling or permanent structures of any type shall be erected on any lot within ten feet (10') of the front property line, within five feet (5') of the side property lines, or within ten feet (10') of the rear property line. All construction must be of new materials, except stone, brick, inside structural material or other materials used for antique decorative effect, if such use is approved in writing by the Property Owners Association. No dwellings, garages, storage buildings or any improvements containing asbestos exterior siding, tarpaper exterior siding, tarpaper exterior roofing, corrugated metal siding or corrugated metal roofing shall be permitted on any lot within the Subdivision. No bus or mobile home shall be used for storage purposes on any lot within the Subdivision.

(4) No building, structure, fence(s) or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and specifications, and a plot plan showing the location thereof, have been submitted to and approved by the Property Owners Association. No sign or signs shall be displayed to the public view on any lot except those signs approved by the Property Owners Association. Any building, structure or improvement commenced upon any lot shall be completed, as to exterior finish and

appearance, within six (6) months from the commencement date.

(5) No outside toilet, cesspool or privy shall be erected or maintained on any lot in the Subdivision. The dumping of holding tanks on any development property is expressly prohibited except where provided by the Property Owners Association. Metal barrels and trash are prohibited. If clotheslines are used, they must be confined to the rear of the lot and an attempt must be made, by the property owner, to obscure its view from the streets within the Subdivision.

(6) The drilling of any water well within the Subdivision is prohibited, save and except those drilled by the developer or the Property Owners Association for the Subdivision's central water supply and distribution system.

(7) Culverts for driveways on lots shall be mandatory and shall be a minimum of twelve (12') feet in length. Each culvert will be a minimum of twelve (12") inches in diameter, galvanized, corrugated steel with an eighteen (18) gauge minimum. If smaller (in diameter) culverts are more appropriate and adequate, they will be permitted subject, however, to the prior written approval of the Property Owners Association. Other types of culverts will be permitted if they are commonly used by the Texas State Department of Highways. Each culvert shall have a minimum cover of dirt or rock of eight (8") inches. Neither the streets nor the lots, within the subdivision, shall be used to park or store (temporarily or permanently) trucks in excess of one ton, damaged, wrecked or inoperable cars, buses, equipment or semi-trailers in excess of eighteen (18') feet, airplanes, nor to store lumber or other materials. This covenant does not preclude a lot owner from performing repairs upon such vehicles owned by him and located in his driveway.

(8) The perimeter fence of the Development shall remain the property of the Property Owners Association. The removal of any portion of this fence (for driveways or any reason) is prohibited.

(9) There is reserved for Developer and its assigns, a ten foot (10') wide utility and drainage easement along the front and rear lot lines, and a five foot (5') wide utility and drainage easement along the side lot lines of each and every lot within the subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities or which may change, obstruct or retard the flow of water through drainage channels in such easements. The easement area of each lot shall be maintained by the owner of the lot, except for those improvements for which a public authority or utility company assumes responsibility.

(10) No ground fires shall be built or maintained on any lot.

Discharging of firearms or fireworks within the Subdivision is prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept (provided the same are not raised, bred or kept for any commercial purpose and are kept under control at all times). No pet shall be kept within the Subdivision which creates a public nuisance and any such pet determined by the Property Owners Association to be such a nuisance shall be removed therefrom within five (5) days of the date owner thereof is notified in writing of that decision. No noxious or offensive activity shall be conducted or engaged in which is or may become a nuisance to other lot owners within the Subdivision.

(11) Each lot shall be kept and maintained in a neat and orderly condition. No trash or refuse shall be allowed to accumulate and remain upon any lot within the Subdivision. In the event any lot is not properly maintained, the Property Owners Association may clean such lot at the rate of \$35.00 per lot, plus additional costs, as needed. Unpaid fees shall become a charge and lien upon such lot. Cutting of trees shall be limited to the extent necessary for clearing a foundation site for construction, unless otherwise permitted in writing by the Property Owners Association. No soil shall be removed from any lot for any commercial use.

(12) Each and every owner of any and all lots within the Subdivision shall become a member of the Subdivision Property Owners Association, which Association shall manage, maintain and care for the common facilities of the Subdivision. Each and every owner covenants and promises to pay, to the Property Owners Association when due, any and all dues and maintenance fees. Use of the common facilities within the Subdivision shall be limited to the lot owners (and their families and guests) and the Developer (and its guests or invitees). Property owners must, at all times, use caution to not damage the facilities of the Development. Property owners and guests will be held responsible for any Development property destroyed or defaced. Each and every owner of any and all lots within the Subdivision, covenant and agree that the Property Owners Association and its successors and assigns shall have a lien upon the lot(s), in the Subdivision inferior only to the lien for taxes and any duly recorded mortgage, to secure the payment of such dues and maintenance fees, late charges, interest (at the highest permitted lawful rate) and any reasonable court costs and attorneys' fees incurred in connection with the collection of same.

(13) No sale, transfer, lease or disposition of any lot in the Subdivision shall be consummated unless and until the name and address of the purchaser or transferee has been properly recorded on the books and records of the Property Owners Association.

(14) The Architectural Control Committee (hereinafter called "the Committee") shall be composed of one or more individuals selected and appointed by the Board of Directors of the Property

Owners Association. The Committee shall function as the representative of the Property Owners Association with respect to certain matters as set forth in these covenants. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the Board of Directors shall have full authority to designate and appoint a successor. Final construction or building plans and specifications shall be submitted to the Committee for approval or disapproval of such plans and specifications. If the Committee should fail to either approve or disapprove plans and specifications within thirty (30) days after they have been submitted to it, and if no suit to enjoin the construction is commenced prior to substantial completion of such construction, then Committee approval shall be presumed provided it does not violate the recorded covenants and restrictions.

(15) The Board of Directors of the Property Owners Association shall have the power and authority to: (i) amend these restrictive covenants; (ii) issue rules and regulations applicable to the common facilities and areas within the Subdivision; (iii) permit the usage of lots for streets, parking areas, uses normally associated with the customary development of a Subdivision and uses thereon mandated, directed or encouraged by government authorities having jurisdiction over the Subdivision; and (iv) exercise such other rights granted it under the Articles of Incorporation and Bylaws of the Association.

(16) The covenants, conditions and restrictions herein shall constitute covenants running with the land and shall be binding upon Developer, its successors and assigns and upon all persons or entities acquiring property in the Subdivision, whether by purchase, descent, devise, gift or otherwise, and each person or entity, by the acceptance of title to any lot within the Subdivision, shall thereby agree and covenant to abide by and perform the covenants, conditions and restrictions as set forth herein. Enforcement of these covenants and restrictions shall be by a proceeding or proceedings at law or in equity, initiated by a person or persons owning any lot in the Subdivision or by the Property Owners Association, or by the Developer against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for the violation, or both, or to obtain such other relief for such violations as then may be legally available.

(17) Violation of or failure to comply with the covenants and restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on any lot in the Subdivision. Invalidation of any one of these covenants and restrictions, or any portion thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of these covenants and

restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by the Brazos River Authority or other similar governmental agency then such governmental requirement shall control. Any deed or legal instrument (except deeds of trust, mortgages or other similar security agreements) purporting to convey, transfer or assign any interest in any lot within the Subdivision shall contain conveyance, transfer or assignment to all the covenants and restrictions set forth herein.

IN WITNESS WHEREOF, the Property Owners Association has caused this instrument to be executed on this 16th day of November, 1987.

CANYON CREEK PROPERTY OWNERS  
ASSOCIATION, INC.

By:   
R. Mike Ward, President

0167

STATE OF TEXAS )  
                                  )  
COUNTY OF DALLAS )

Acknowledged before me, a Notary Public in and for said county and state, this 16th day of November, 1987, by R. MIKE WARD as President of Canyon Creek Property Owners Association, Inc.

*Beverly Selman*  
\_\_\_\_\_  
Notary Public in and for the  
State of Texas

Beverly Selman

My Commission Expires:  
10/30/87

ANY PROVISION HEREIN WHICH RESTRICTS  
THE SALE, RENTAL, OR USE OF THE DE-  
SCRIBED REAL PROPERTY BECAUSE OF  
COLOR OR RACE IS INVALID AND UNEN-  
FORCEABLE UNDER FEDERAL LAW.

FILED FOR RECORD  
AT 11:00 A.M.

NOV 23 1987

*Anjanette Ables*  
Clerk County Court, Hood County, TX.

STATE OF TEXAS  
COUNTY OF HOOD  
I hereby certify that this instrument was FILED on the date and at the time  
stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC  
RECORDS OF HOOD COUNTY, TEXAS, in the Volume and Page as shown  
hereon.



*Anjanette Ables*  
ANJANETTE ABLES, County Clerk  
Hood County, Texas

NOTE 321 June 1980

THE STATE OF TEXAS     I  
                                  I  
COUNTY OF DALLAS     I

BEFORE ME, the undersigned authority, in and for said County, Texas, on this date personally appeared R. MIKE WARD, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CANYON CREEK PROPERTIES, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of June, A.D. 1980.



*Beverly Selman*  
Beverly Selman Notary Public  
in and for Dallas County, Texas

My Commission expires:  
3/31/81

FILED FOR RECORD  
AT 1:45 P.M.

page 2 of 2

Clara M. Dyer  
County Clerk  
Hood County, Texas

Filed for record the 11 day of June, 1980 at 1:45 P.M.  
Recorded the 16 day of June, 1980 at 9 A.M.  
Kerry Fitzgerald Deputy  
Doris Dyer, County Clerk  
Hood County, Texas

290-203

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on this the 19th day of May, 1980.

DEVELOPER: CANYON CREEK PROPERTIES, INC.

By: [Signature]  
R. Mike Ward, President

THE STATE OF TEXAS    Y  
                                  Y  
COUNTY OF DALLAS    Y

BEFORE ME, the undersigned authority, in and for said County, Texas, on this date personally appeared R. MIKE WARD, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CANYON CREEK PROPERTIES, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of May, A.D. 1980.



[Signature]  
Janet M. Berry, Notary Public  
in and for Dallas County, Texas

My commission expires:  
11/9/81

FILED FOR RECORD  
AT Llano, Texas M.

MAY 22 1980

[Signature]

page 2 of 2    Clerk County Court, Hood County, Texas

FILED FOR RECORD THE 22 DAY OF MAY, 1980 AT 10:12 M.

RECORDED THE 2ND DAY OF JUNE, 1980 at 9:00 A.M.

[Signature]  
DEPUTY

DORIS DYER, COUNTY CLERK  
HOOD COUNTY, TEXAS

Developer) shall be permitted on any lot. No soil shall be removed for any commercial use; any cutting of trees shall be limited to the extent necessary for clearing a foundation site for construction, unless otherwise permitted in writing by the Architectural Control Committee. No outside toilet, cesspool or privy shall be erected or maintained on any subdivision lot; septic tank installation and sanitary plumbing shall conform to any and all requirements of the Texas State Department of Health, the Brazos River Authority and Hood County, Texas. No portion of any septic tank system (including, without limitation, drain fields and lateral lines) shall ever be situated within ten feet (10') of any water well, pump, tank or water supply and distribution line within the subdivision unit, including such water-related equipment as may exist in the future. Use of tents or camping on any lot in the subdivision unit shall be subject to the prior approval, if any, as well as the rules and regulations of the Developer or, if then in existence, the subdivision property owners association. No ground fires shall be built or maintained on any lot. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept (provided the same are not raised, bred or kept for any commercial purpose). No noxious or offensive activity shall be conducted or engaged in which is or may become a nuisance to other lot owners within the subdivision unit. Until December 1, 1984 no sign or signs shall be displayed to the public view on any lot except those signs belonging to the Developer.

2. No building or structure on any residential lot shall exceed two (2) stories in height. No building, dwelling or permanent structure of any type shall be erected on any residential lot within ten feet (10') of the front property line, within four feet (4') of the side property lines, or within ten feet (10') of the rear property line. No fence(s) shall be erected or maintained within ten feet (10') of the rear property line. Each lot shall be kept and maintained in a neat and orderly condition, with weeds, grass and/or unsightly growth properly controlled.

3. Each residential dwelling constructed on any lot within the subdivision unit shall contain a minimum of four hundred fifty (450) square feet of covered floor area, exclusive of all porches, garages or breezeways attached to the main dwelling. Mobile homes (excluding, however, wrecked mobile homes or mobile homes in a dilapidated condition) and modular homes may be brought upon or maintained on any lot within the subdivision unit. Prior to occupancy, each respective mobile home shall be properly skirted, pinned and connected to utilities. All construction must be of new materials, except stone, brick, inside structural material or other materials used for antique decorative effect if such use is approved in writing by the Architectural Control Committee. No building, structure or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and specifications, and a plot plan showing the location thereof, have been submitted to and approved by the Architectural Control Committee. Any building, structure or improvement commenced upon any lot shall be completed, as to exterior finish and appearance, within six (6) months from the commencement date.

4. The Architectural Control Committee, hereinafter called "the Committee", shall be composed of one or more individuals selected and appointed by Developer. The Committee shall function as the representative of the owners of the subdivision unit lots. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. Final construction or building plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. If the Committee, or its designated representative, fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to it, and if no suit to enjoin the construction is commenced prior to substantial completion of such construction, then Committee approval shall be presumed.

5. No sale, transfer, lease or disposition of any lot in the subdivision unit shall be consummated unless and until the name and address of the purchaser or transferee has been properly recorded on the books and records of the Developer or, if then in existence as a distinct entity, the subdivision property owners association. Unless and until prior written consent of the Developer, or, if then in existence, the subdivision property owners association, is first had and obtained, the drilling of any water well within the subdivision unit is prohibited.

6. Each and every owner of any and all lots within the subdivision unit shall become a member of the subdivision property owners association at the time such subdivision property owners association is formed. Each and every owner covenants and promises to pay, to the Developer and/or the property owners association, as the case may be, when due, any and all dues and maintenance fees. Use of the common facilities within the subdivision shall be limited to the lot owners (and their families and guests) and the Developer (and its guests or invitees). Each and every owner of any and all lots within the subdivision unit covenant and agree that the Developer and/or the property owners association, as the case may be, and their successors and assigns shall have a lien upon the subject lot(s), inferior only to the lien for taxes and any duly recorded mortgage, to secure the payment of such dues and maintenance fees and any reasonable court costs and attorneys' fees incurred in connection with the collection of same.

7. Prior to January 1, 1990, the Developer shall have the power and authority to amend these restrictive covenants (without the joinder and consent of any person or entity) for purposes and reasons deemed appropriate or necessary by the Developer. After January 1, 1990, the owners of the legal title to seventy percent (70%) of the lots within the subdivision unit (as then shown by the records of Hood County, Texas) may amend the restrictive covenants then existing by filing an appropriate instrument containing such amendment(s) in the Office of the County Clerk of Hood County, Texas.

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8. The covenants, conditions and restrictions herein shall constitute covenants running with the land and shall be binding upon Developer, its successors and assigns and upon all persons or entities acquiring property in the subdivision unit, whether by purchase, descent, devise, gift or otherwise, and each person or entity, by the acceptance of title to any lot within the subdivision unit, shall thereby agree and covenant to abide by and perform the covenants, conditions and restrictions as set forth herein. Enforcement of these covenants and restrictions shall be by a proceeding or proceedings at law or in equity, initiated by a person or persons owning any residential lot in the subdivision unit or by any member of the Architectural Control Committee, or by the Developer, against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for the violation, or both, or to obtain such other relief for such violations as then may be legally available.

9. Violation of or failure to comply with these covenants and restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on any residential lot in the subdivision unit. Invalidation of any one of these covenants and restrictions, or any portion thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of these covenants and restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by the Brazos River Authority or other similar governmental agency which may have jurisdiction over the subdivision unit, then such governmental requirement shall control. Any deed or legal instrument (except deeds of trust, mortgages or other similar security agreements) purporting to convey, transfer or assign any interest in any lot within the subdivision unit shall contain appropriate language to expressly subject the land within such conveyance, transfer or assignment to all the covenants and restrictions set forth herein.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on this            day of

DEVELOPER:

CANYON CREEK PROPERTIES, INC.

By: 

Mike Ward, President

BOOK 318 PAGE 616

THE STATE OF TEXAS    I  
                                  I  
COUNTY OF DALLAS    I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. Mike Ward, President of CANYON CREEK PROPERTIES, INC., a Texas corporation, known to me to be the person and officer of said corporation whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said CANYON CREEK PROPERTIES, INC., a Texas corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of April, 1980.



*Beverly Selman*  
NOTARY PUBLIC IN AND FOR  
DALLAS COUNTY, TEXAS  
BEVERLY SELMAN

My commission expires:

3/31/81

When recorded, please return to:

Beverly Selman  
Double Diamond, Inc.  
12700 Hillcrest Road  
Suite 258  
Dallas, TX 75230  
(214) 980-9801

-5-

FILED FOR RECORD THE 16 DAY OF APRIL, 1980 AT 11:11 M.  
RECORDED THE 22 DAY OF APRIL, 1980 AT 9:00 A.M.

*Linda Pittman*  
DEPUTY

DORIS DYER  
HOOD COUNTY, TEXAS