

UNIT 3

BOOK 342 PAGE 68

5032

COVENANTS AND RESTRICTIONS  
ON AND FOR A PORTION OF THE  
CANYON CREEK SUBDIVISION

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

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

Unit 8, Canyon Creek III Subdivision, according to the map and plat thereof recorded in the Map and 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 8, Canyon Creek III Subdivision (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 8, Canyon Creek III Subdivision, 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 8, Canyon Creek III Subdivision (hereinafter referred to as "the subdivision unit"):

1. All lots in the subdivision unit shall be used, known and described as single-family residential and recreational 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 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. Use of tents or camping on any lot in the subdivision unit shall be subject to the rules and regula-

AMENDMENT TO THE  
COVENANTS AND RESTRICTIONS  
ON AND FOR THE  
CANYON CREEK SUBDIVISIONS  
UNITS 1, 2, 3, 4, 5, 6, 7 & 8

05646

THE STATE OF TEXAS |  
                          |  
COUNTY OF HOOD      |

ALL  
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CANYON CREEK PROPERTIES, INC. (hereinafter referred to as "Developer") filed Instruments with the Clerk of Hood County, Texas entitled Covenants and Restrictions on and for Units 1, 2, 3, 4, 5, 6, 7, & 8 of Canyon Creek Subdivisions (hereinafter referred to as "the Covenants").

WHEREAS, all those Covenants heretofore filed by and for Canyon Creek Properties, Inc. are hereby amended as follows:

WHEREAS, the Covenants provide the power and authority to amend the Covenants; therefore,

The following paragraphs shall be, and are hereby numbered paragraphs of the Covenants:

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 shall be permitted on any lot. Sale or resale of lots in the subdivision shall not be considered to be commercial activity. 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 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. No sign or signs shall be displayed to the public view on any lot except those signs approved by the property owners association.

4. The Architectural Control Committee, hereinafter called "the Committee", shall be composed of one or more individuals selected and appointed by the property owners association. 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 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.





07193

AMENDED  
COVENANTS AND RESTRICTIONS  
ON AND FOR THE  
CANYON CREEK SUBDIVISION  
(May, 2000)

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

WHEREAS, Double Diamond, Inc. (aka Canyon Creek Properties, Inc.) (hereinafter referred to as "Developer") was the owner and developer of property described as:

All those lots in CANYON CREEK SUBDIVISION,  
Unit 1, Lots 1-429, Unit 2, Lots 1-455, Unit 3, Lots 1-255;  
CANYON CREEK II SUBDIVISION,  
Unit 4 (Lots 1-276);  
CANYON CREEK ADDITION SUBDIVISION,  
Unit 5 (Lots 7-173);  
CANYON CREEK III SUBDIVISION  
All lots in Units 6, 7 & 8  
CANYON CREEK V SUBDIVISION  
All lots in Unit 9,

according to the map and plat thereof recorded in the Map and 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, the R. Michael Ward Irrevocable Children's Trust (hereinafter referred to as "Developer") was the owner and developer of the property described as:

Lots 1 through 51, CANYON CREEK IV SUBDIVISION, according to the map and plat thereof recorded in the Map and 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, Developer in order to create and carry out a uniform plan for the improvement, development, and use of Canyon Creek Subdivision(s) described above (including, but not limited to, preserving the natural beauty of the property; minimizing the erection of poorly designed,

AMENDED COVENANTS AND RESTRICTION  
FOR THE CANYON CREEK SUBDIVISION Page 1

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unproportioned or unsuitable structures; encouraging harmonious architectural schemes and colors; and advancing the highest and best development use of the property for the benefit of the present and future owners of lots in said subdivisions) caused to be filed certain covenants and restrictions on and for Canyon Creek Subdivision(s); and

WHEREAS, the Board of Directors of the Canyon Creek Property Owners Association, Inc., desires to amend the covenants recorded in the Real Records of Hood County Texas pursuant to the amendment provisions of the previously records covenants;

NOW, THEREFORE, the Canyon Creek Property Owners Association, Inc., does hereby adopt and establish the following amended covenants, conditions, and restrictions which shall be applicable to the property within the Canyon Creek Subdivision, [including Canyon Creek Subdivision units 1, 2, and 3; Canyon Creek II Subdivision (unit 4); Canyon Creek Addition Subdivision (Unit 5); Canyon Creek III Subdivision (units 6, 7 and 8); Canyon Creek V Subdivision (unit 9); and Canyon Creek IV Subdivision] (hereinafter referred to as "the Subdivision"):

- (1) ALL LOTS IN THE SUBDIVISION shall be used, known, and described as single-family residential lots except for those lots used to provide recreational and maintenance facilities or utility services to owners of lots in the Subdivision and such lots that have been designated as Drill Sites.
- a. No lot may be further subdivided.
  - b. No duplexes, apartments, other multi-family dwellings or structures, multiple dwellings on single lots or uses inconsistent with the single family residential restriction shall be permitted on any lot.
  - c. No commercial activity or use shall be conducted on or from any lot within the Subdivision, however, sale or resale of lots in the Subdivision shall not be considered to be commercial activity.
  - d. All dwellings, structures and other improvements shall be maintained in a condition of good repair and neat appearance.
- (2) The following lots shall be designated as "**RESIDENTIAL LOTS**".
- All lots listed in Unit 1, Canyon Creek Subdivision.  
 All lots listed in Unit 4, Canyon Creek II Subdivision,  
 Lots 1- 66 in Unit 6, Canyon Creek III Subdivision,  
 Lots 310-448 in Unit 7, Canyon Creek III Subdivision  
 Lots 531-541 in Unit 7, Canyon Creek III Subdivision,  
 Lots 630-631 in Unit 7, Canyon Creek III Subdivision,  
 Lots 642-659 in Unit 7, Canyon Creek III Subdivision,  
 All lots listed in Exhibit "A" Unit 9, Canyon Creek V  
 (described as lots 14-31, 149-155, 182-195, 202, 396-399)
- a. All residential dwellings on residential lots must be constructed "on-site," unless an exception is approved by the Board of Directors.
  - b. Each dwelling constructed on any lot listed above shall contain a minimum of one thousand three hundred (1300) square feet of covered floor area, exclusive of all porches, garages, or breezeways attached to the main dwelling. The Board of Directors may waive this requirement after

considering a written request by the property owner with an alternative design suggested that may be deemed more appropriate.

c. No temporary structures, mobile homes, modular homes, or prefabricated dwellings shall be permitted on any lot listed above.

d. No camping of any sort shall be permitted on any lot listed in this section at any time

e. No occupancy of any type shall be permitted while under construction.

(3) All lots listed in Unit 2, Canyon Creek Subdivision shall be designated as "COMBINATION LOTS" to which the provisions of this paragraph shall hereafter apply.

a. Each dwelling constructed on any "combination lot" shall contain a minimum of one thousand three hundred (1300) square feet of covered floor area, exclusive of all porches, garages, or breezeways attached to the main dwelling. All other dwellings, including mobile or manufactured homes and modular homes, must be a minimum of six hundred (600) square feet exclusive of all porches, garages, or breezeways attached to the main dwelling

b. Mobile homes (excluding, however, wrecked mobile homes, mobile homes over four (4) years old from date of approval and/or mobile homes in a dilapidated condition), prefabricated dwellings and modular homes may be brought upon or placed on any lot listed above only:

1. if it has been approved by the Property Owners Association, and
2. if it is visually inspected and verified at the courtesy gate upon delivery, and
3. all mobile homes and/or dwelling shall be pinned and connected to all necessary utilities, including but not limited to community water system, electrical service, septic system or to the central sewer system if available, prior to occupancy; and all mobile homes must be skirted within thirty (30) days of delivery of the home.

c. No camping will be permitted on the above lots at any time.

(4) The following lots are designated "COMBINATION LOTS" or "CAMPER LOTS" until December 31, 2000. The provisions contained in paragraph 3.(a-c) will apply until December 31, 2000. As of January 1, 2001, the following lots will be designated "RESIDENTIAL LOTS" to which the provisions of paragraph 2. (a-c) will thereafter apply.

All lots listed in Unit 5, Canyon Creek Subdivision,  
Lots 1-309 in Unit 7, Canyon Creek III Subdivision,  
Lots 449-530 in Unit 7, Canyon Creek III Subdivision,  
Lots 542-629 in Unit 7, Canyon Creek III Subdivision,  
Lots 632-641 in Unit 7, Canyon Creek III Subdivision,  
All lots listed in Exhibit "B" Unit 9, Canyon Creek V,  
(described) as lots 1-13, 139-148, 156-181, 211-242,  
246-248, 254-276, 295-330, and 340-341)  
All lots listed in Exhibit "C" Unit 9, Canyon Creek V  
Subdivision (described as lots 32-138, 196-201, 203-210,  
243-245, 249-253, 277-294, 331-339, 342-395, 400-436)  
and lots 1-51 in the Canyon Creek IV Subdivision

(5) The following lots are designated "CAMPER LOTS", to which the provisions of this

All lots listed in Unit 8, Canyon Creek III Subdivision.

- a. Camping is allowed on the camper lots listed above when doing so in approved factory made recreational vehicles.
- b. Self-contained recreational vehicles may be used on a temporary basis to camp on lots listed above, subject however, to the prior approval of the Board of Directors as well as the camping rules and regulations of the Property Owners Association. An annual registration permit must be obtained from the Property Owners Association. The issued vehicle sticker must be displayed in a visible location on the permitted vehicle. No recreational vehicle may be used on a permanent basis at any time.
- c. No camping by homemade or converted vehicle or bus shall be permitted on any lot listed above.
- d. No camping supplies, equipment or other materials shall be left on any lot when camping is not taking place unless stored within a storage building, which has been approved by the Board of Directors.
- e. Trash service must be obtained or refuse must be removed from the community upon departure. Property Owners may be assessed a fee if refuse is dumped in the Association's facilities or within the community.

**(6) RESTRICTIONS ON CONSTRUCTION:**

- a. No house, garage, building, structure, storage building, mobile home, portable building, fence(s) or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and specifications (including exterior materials and color scheme), a plot plan showing the location thereof, and a permit application have been submitted to and approved by the Board of Directors. Any structure not permitted may be removed by the Association and the expense of removal charged to the property owner.
- b. No building or structure on any lot shall exceed two (2) stories in height. No more than two (2) outbuildings shall be allowed in connection with a single dwelling or lot. No garage, shed, shop or other outbuilding may exceed a single story in height unless the plans are approved in advance by the Board of Directors as being harmonious in design and proportion to the existing residence and after considering the effect of such structure on adjacent properties.
- c. All dwellings must be properly connected to all necessary utilities, including a septic system or the central sewer system if available, prior to occupancy.
- d. Septic tank installation and sanitary plumbing shall be installed, used and maintained in conformity with any and all requirements of the Texas State Department of Health, Hood County Texas and any other governmental authority applicable to such property.
- e. No building, dwelling, or permanent structures of any type shall be erected on any lot within twenty (20) feet of the front property line or within five (5) feet of the side property lines, or within ten (10) feet of the rear property line.

**EXCEPTION:** The front building line is ten (10) feet for lots 41-44 and 63-74A in Unit 4 and the Board of Directors may, on a case by case basis, waive the twenty foot front set back line requirement and provide for a lesser set back on the following lots provided that at least a ten foot front set back shall be required:

Unit 2 - all lots

Unit 3 - all lots

Unit 5 - all lots

Unit 7 - lots 1-309, 449-530, 542-629, 632-641

Unit 8 - all lots

Unit 9 - all lots in Exhibits "B" and "C"

Canyon Creek IV (all lots)

f. No fences will be permitted within twenty (20) feet of the front property line except those listed as exceptions in 5 e above EXCEPT fence may be placed on the property line with prior written approval of the Board of Directors. All fencing materials must be approved by the Board of Directors.

g. 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 Board of Directors.

h. No dwellings, garages, storage buildings or improvements containing asbestos exterior siding, tar paper exterior siding, tar paper exterior roofing, galvanized corrugated metal siding or galvanized corrugated metal roofing shall be permitted on any lot within the Subdivision. No metal or steel buildings shall be erected on any lot without an existing dwelling. This paragraph does not prohibit aluminum baked enamel roofing, provided that its use has received the prior approval of the Board of Directors.

i. Any building, structure or improvement commenced upon any lot shall be completed, both interior and exterior, within six (6) months from the commencement date. No occupancy will be permitted without a certificate of occupancy issued by the Board of Directors, which shall issue within ten (10) days of written request if the construction complies with all restrictions and applicable government regulations.

#### (7) GENERAL REQUIREMENTS AND PROHIBITIONS

a. No sign or signs shall be displayed to the public view on any lot except those signs approved by the Board of Directors.

b. No bus or mobile home shall be used for storage purposes on any lot within the subdivision.

c. No outside toilet, cesspool or privy shall be erected or maintained on any lot within the Subdivision.

The dumping of holding tanks on development property is prohibited.

e. No individual burning of any type is permitted.

f. If clotheslines are used, they must be confined to the rear of the lot and must be out of view from the streets within the Subdivision.

g. The drilling of any water well within the Subdivision is prohibited, save and except those drilled by the authorized water service provider for the Subdivision's central water supply and distribution system.

h. The digging, construction, installation, or repair of any septic system within the Subdivision is prohibited by Hood County, Texas regulations (law) if the affected property is within three hundred (300) feet of any central sewer connection. The only exception shall be in the case that the central sewer system provider refuses connection and provides written notice thereof. (This restriction is intended only to require conformity with applicable regulations and shall be superseded by any change in health department regulations related to this subject.)

- i. Neither the streets nor the lots, within the Subdivision, shall be used to park or store (temporarily permanently): trucks in excess of one ton; damaged, wrecked or inoperable vehicles; boats; buses; equipment or semi-trailers in excess of eighteen (18) feet; airplanes; or to store lumber or other materials. This covenant does not preclude a lot owner from performing minor repairs upon such vehicles owned by him and located in his driveway.
- j. No ground fires shall be built or maintained on any lot.
- k. Discharging of firearms or fireworks within the Subdivision is prohibited.
- l. No animals, livestock, horses or other hooved animals, swine, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets not to exceed three (3) in number, may be kept (provided the same are not raised, bred, or kept for any commercial purposes and are kept under control at all times). A leash or similar restraint must be used at all times when the pet will be out of the pet owners property boundaries.
- m. 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 a nuisance shall be removed there from within five (5) days of the date owner thereof is notified in writing of that decision.
- n. 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.
- o. Offensive language or behavior and loud music, inconsistent with the residential nature of the area, is not permitted within the subdivision. Property owners who violate this restriction may be assessed a fee for non-compliance by the Board of Directors.
- p. Persons without a valid drivers license are prohibited from operating motorized vehicles on roads within the subdivision. Vehicles that may not lawfully be driven on the public streets of this state are prohibited from being operated on the roads of the subdivision. No person may operate any vehicle on the roads of this subdivision in a reckless or dangerous manner; or in a manner that poses an unreasonable threat of harm to the operator, others or property; or to the peace and serenity of the neighborhood.

**(8) CULVERTS:**

- a. Culverts for driveways on lots shall be mandatory and shall be a minimum of twelve (12) feet in length.
- b. Each culvert will be a minimum of twelve (12) inches in diameter, galvanized, corrugated steel with an eighteen (18) gauge minimum.
- c. Each culvert shall have a minimum cover of dirt or rock of eight (8) inches.
- d. Upon prior written approval, the Board of Directors may permit (1) smaller (in diameter) culverts to be used if it finds they are more appropriate and adequate; (2) other types of culverts, if they are commonly used by the Texas State Department of Highways; or (3) in the rare case whereby it may be inappropriate to install culverts or an alternative to installation of culverts is requested as being more appropriate than complying with this requirement, the Board of Directors may waive this requirement or authorize an alternative design, after considering a written request of the property owner.

**(9) 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**

other reason) is prohibited.

**(10) EASEMENTS.**

a. There is reserved for Developer, Property Owners Association and their assigns, a ten (10) foot wide utility and drainage easement along the front and rear lot lines, and a five (5) foot wide utility and drainage easement along the side lot lines of each and every lot within the Subdivision.

b. 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.

c. 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.

**(11) MAINTENANCE OF LOTS:**

a. Each lot shall be kept and maintained in a neat and orderly condition. NO lot shall be used solely for the storage of trailers, boats, campers, vehicles or storage sheds.

b. No trash or refuse shall be allowed to accumulate and remain upon any lot within the Subdivision. Residents must subscribe to trash service or remove refuse at least weekly. Trash or trash containers shall not be placed near the street prior to dusk on the day prior to scheduled pick up for trash service. Trash containers must be retrieved from the curb the same day of service and stored to obscure their view from the streets.

c. All lots shall be maintained and kept so as to present a neat appearance, free of trash, clutter and unsightly items and mowed to prevent high grass and weeds, which are a hazard within the Subdivision. Front yards may not be used for storage of vehicles, trailers, recreational vehicles or similar items.

d. In the event any lot is not properly maintained as provided in these restrictions, the Property Owners Association may enter upon the property, clean and/or mow such lot and assess the property owner a fee determined by the Board of Directors.

e. Unpaid fees due the Property Owners Association shall a charge and lien upon such lot.

f. Cutting of trees shall be limited to the extent necessary for clearing a foundation site for construction, unless otherwise permitted in writing by the Board of Directors.

g. No soil shall be removed from any lot for any commercial use.

**(12) MAINTENANCE OF STRUCTURES**

a. Structures as used in this section includes but is not limited to site built homes, mobile homes, manufactured homes, modular homes, garages, carports, shops, storage buildings, recreational vehicles, boat docks, porches, breezeways, etc.

b. All structures must be maintained in a neat and orderly condition.

c. All improved lots must have a designated driveway with applicable culvert. Driveways must be of either cement, gravel or road base.

d. Yard area must have grass or natural ground cover. No dirt yards are permitted.

e. Exteriors of all structures must be in good condition with all siding, roofing, trim, gutters,

masonry, windows, doors, skirting, underpinning and paint maintained and in tact at all times.

f. Any materials that are damaged or decayed must be replaced, not painted over.

g. Windows and window treatments must not detract from the exterior appearance of the home. Plywood, metal, tin foil and other such materials that, in the discretion of the Board of Directors, detract from the appearance of the structure shall not be used over windows or as window treatments.

**(13) NO SALE, TRANSFER, LEASE, OR DISPOSITION OF ANY LOT in 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 and all applicable fees paid current.**

**(14) THE BOARD OF DIRECTORS OF THE PROPERTY OWNERS ASSOCIATION shall have the power and authority to:**

a. recommend amendment of these restrictive covenants for consideration by vote of the membership,

b. issue rules and regulations applicable to the common facilities and areas within the Subdivision,

c. 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.

d. issue permits for the construction of houses, garages, buildings, structures, storage buildings, fence(s) or improvements of any nature to any lot; issue permits for the bringing in and placement of mobile or prefabricated homes and/or portable storage buildings; and issue permits for the occupancy of dwellings

e. set reasonable fees for the processing of permit applications and establish reasonable deposits, when necessary, to assure compliance with these covenants and restrictions.

f. establish reasonable non-compliance fees for the enforcement of Violation Notices when a property owner has ignored written requests to comply with these covenants and restrictions and/or established written rules and regulations.

g. exercise such other rights granted it under the Articles of Incorporation and By-Laws of the Association.

**(15) AMENDMENT OF RESTRICTIONS AND COVENANTS:**

These restrictions and covenants may be amended by a majority vote of the members (in person or by mail) at either a regular or special meeting of the Canyon Creek Property Owner's Association approving amendments recommended by resolution previously adopted by the Board of Directors.

**(16) DEVELOPMENT AND IMPROVEMENT COMMITTEE:**

a. The Development and Improvement Committee (herein called the "Committee") shall be composed of one or more individuals selected and appointed by the Board of Directors with at

least one member of the Board of Directors serving on the committee.

b. The Committee shall function under the authority of the Board of Directors with respect to property development matters as set forth in these covenants.

c. 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.

e. The committee shall review permits for construction, mobile homes, campers, fencing and all improvements. They will assure the permit meets all deed restrictions by investigating the site location of structure and submit the permit to the Board of Directors with its recommendation for either approval or disapproval.

f. Final authority for approval of all permits rests with the Board of Directors.

**(17) MEMBERSHIP, MAINTENANCE FEES, RESPONSIBILITIES, LIENS:**

a. 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.

b. Each and every owner covenants and promises to pay, to the Property Owners Association when due, any and all dues, maintenance fees, road fees, or other fees and charges authorized in these covenants and restrictions.

c. Use of the common facilities within the Subdivision shall be limited to the lot owners, and their families and guests. Use of the common facilities may be denied by the Board of Directors to a lot owner who is not current in their financial obligation to the Association or who is otherwise in violation of these restrictions.

d. Property owners must, at all times, use caution to not damage the facilities of the development.

e. Property owners and guests will be held responsible for any development property destroyed or defaced.

f. Each and every owner of any and all lots within the Subdivision, covenants and agrees 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, fees and other charges authorized herein, late charges, interest (at 18%, but not to exceed highest permitted lawful rate) and any reasonable court costs and attorneys' fees incurred in connection with the collection of same.

g. Failure to timely pay any and all assessments may result in the loss of use of Subdivision amenities, guest privileges and vehicle stickers.

**(18) COVENANT APPLICABILITY AND ENFORCEMENT:**

a. 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 owning or acquiring property in the Subdivision, whether by purchase, descent, devise, gift, or otherwise, and each person or entity, by the acceptance and retention 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.

b. 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.

**(19) VALIDITY OF COVENANTS, RESTRICTIONS, AND LIENS:**

a. Violation of or failure to comply with the covenants and restrictions shall not affect the validity of a mortgage, bona fide lien or other similar security instrument which may be then existing on any lot in the Subdivision.

b. 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.

c. In the event any portion of these covenants and restrictions conflicts with mandatory provisions of any ordinance or similar governmental rule or regulation, then such governmental requirement shall control.

d. Any deed or legal instrument (except deeds of trust, mortgages, or any other similar security agreements) purporting to convey, transfer or assign any interest in any lot within the Subdivision shall be subject to all the covenants and restrictions set forth herein.

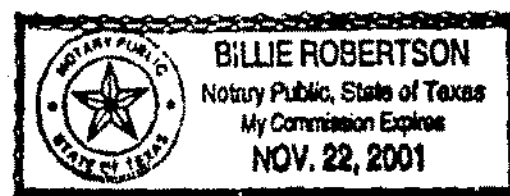
IN WITNESS WHEREOF, the Property Owners Association has caused this instrument to be executed on the 13 day of June, 2000.

CANYON CREEK PROPERTY OWNERS ASSOCIATION INC.

By: Judy Webb  
JUDY WEBB, President

State of Texas  
County of Hood

This instrument was acknowledged before on June 13, 2000 by Judy Webb, President of Canyon Creek Property Owners Assoc., Inc. a non-profit corporation, on behalf of said corporation.



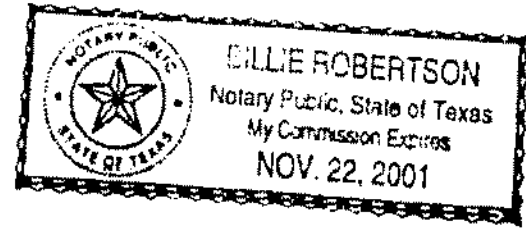
Billie Robertson  
Notary Public for the state of Texas

CANYON CREEK PROPERTY OWNERS ASSOCIATION INC.

MEMBERS OF THE BOARD:

*G. Thomson*  
*Bob Oldenburge*  
*Cheryl Ray*  
*Ray Krueger*  
*Shirley Angell*

This instrument was acknowledged before me on June 13, 2000 by Gerald Thomson, Bob Oldenburge, Cheryl Ray, Ray Krueger and Shirley Angell all members of Canyon Creek Board of Directors.



*Gillie Robertson*  
Notary Public, State of Texas

Ret. Canyon Creek P.O.A.  
2300 Club Drive  
Hunting, TX 76048

AMENDED COVENANTS AND RESTRICTION FOR THE CANYON CREEK SUBDIVISION Page 11

Any provision in any instrument that purports to restrict the sale, rental, or use of the described real property on the basis of race is invalid and unenforceable under the laws of the STATE OF TEXAS. COUNTY OF HOOD I hereby certify that this instrument was filed on the date and at the time indicated above and was duly RECORDED in the OFFICE OF THE CLERK OF HOOD COUNTY TEXAS, and that the above is a true and correct copy hereon

FILED FOR RECORD AT 1:30 p M. JUN 15 2000

*Sandra L. ...*  
County Clerk, Hood County, TX



*Sandra L. ...*  
Sandra L. ... County Clerk  
Hood County, Texas

for the benefit of the present and future owners of lots in said subdivisions) caused to be filed certain covenants and restrictions on and for Canyon Creek Subdivision(s); and

WHEREAS, the Board of Directors of the Canyon Creek Property Owners Association, Inc. desires to amend and replace the covenants recorded in the Map and Plat Records of Hood County, Texas.

NOW, THEREFORE, the Canyon Creek Property Owners Association, Inc., does hereby adopt and establish the following amended covenants, conditions, and restrictions which shall be applicable to the property within the Canyon Creek Subdivision, [including Canyon Creek Subdivision units 1, 2, and 3; Canyon Creek II Subdivision (unit 4); Canyon Creek Addition Subdivision (unit 5); Canyon Creek III Subdivision (unit 6, 7, and 8); Canyon Creek V Subdivision (unit 9); and Canyon Creek IV Subdivision] (hereinafter referred to as "the Subdivision").

- (1) ALL LOTS IN THE SUBDIVISION shall be used, known, and described as single-family residential lots except for those lots used to provide recreational and maintenance facilities or utility services to owners of lots in the Subdivision and such lots that have been designated as Drill Sites.
  - a. No lot may be further subdivided.
  - b. No duplexes, apartments, or other multi-family dwellings, structures, or uses shall be permitted on any lot.
  - c. No commercial activity or use shall be conducted on or from any lot within the Subdivision, however, sale or resale of lots in the Subdivision shall not be considered to be commercial activity.
  
- (2) The following lots shall be designated as "RESIDENTIAL LOTS"
  - All lots listed in Unit 1, Canyon Creek Subdivision.
  - All lots listed in Unit 4, Canyon Creek II Subdivision,
  - Lots 1- 66 in Unit 6, Canyon Creek III Subdivision,
  - Lots 310-448 in Unit 7, Canyon Creek III Subdivision
  - Lots 531-541 in Unit 7, Canyon Creek III Subdivision,
  - Lots 630-631 in Unit 7, Canyon Creek III Subdivision,
  - Lots 642-659 in Unit 7, Canyon Creek III Subdivision,
  - All lots listed in Exhibit "A" Unit 9, Canyon Creek V (described as lots 14-31, 149-155, 182-195, 202, 396-399)
    - a. All residential dwellings must be constructed "on-site"
    - b. Each dwelling constructed on any lot listed above shall contain a minimum of one thousand (1000) square feet of covered floor area, exclusive of all porches, garages, or breezeways attached to the main dwelling.
    - c. No temporary structures, mobile homes, modular homes, or prefabricated dwellings shall be permitted on any lot listed above. No camping of any sort shall be permitted on any lot listed in this section at any time

- (3) The following lots shall be designated as "COMBINATION LOTS".  
All lots listed in Unit 2, Canyon Creek Subdivision,  
All lots listed in Unit 5, Canyon Creek Addition,  
Lots 1 - 309 in Unit 7, Canyon Creek III Subdivision  
Lots 449-530 in Unit 7, Canyon Creek III Subdivision  
Lots 542-629 in Unit 7, Canyon Creek III Subdivision  
Lots 632-641 in Unit 7, Canyon Creek III Subdivision  
All lots listed in Exhibit "B" Unit 9, Canyon Creek V,  
(described as lots 1-13, 139-148, 156-181, 211-242,  
246-248 254-276, 295-330, and 340-341)  
and Lots 1 - 51 in the Canyon Creek IV Subdivision
- a. Each dwelling constructed on any lot listed above 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.
  - b. 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 above,
    1. if it has been approved by the Property Owners Association, and
    2. if it is visually inspected and verified at the security gate upon delivery, and
    3. provided that prior to occupancy, any mobile home or dwelling shall be skirted, pinned and connected to all necessary utilities including but not limited to community water system, electrical service, septic system or to the central sewer system if available.
  - c. Factory made recreational vehicles may be used on a temporary basis to camp on the lots listed as combination lots when clearing the lot or construction is in progress subject, however, to the written approval of the Property Owners Association and in compliance with all other rules and regulations of the Property Owners Association.
  - d. No camping by tent or similar form of shelter or by homemade or converted vehicles or buses shall be permitted on any lot listed above.
  - e. 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.
- (4) The following lots shall be designated "CAMPER LOTS":  
All lots listed in Unit 3, Canyon Creek Subdivision,  
All lots listed in Unit 8, Canyon Creek III Subdivision,  
All lots listed in Exhibit "C" Unit 9, Canyon Creek V Subdivision (described as lots 32-138, 196-201, 203-210, 243-245, 249-253, 277-294, 331-339, 342-395, 400-436)
- a. Only camping in approved factory made recreational vehicles and factory made tents will be permitted.
  - b. Self-contained recreational vehicles may be used on a permanent basis to camp on lots listed above, subject

however, to the prior approval of the Property Owners Association as well as the camping rules and regulations of the Property Owners Association and may be used on a permanent basis only after having installed a septic system on the lot or connecting to central sewer if available.

- c. No camping by homemade or converted vehicle or bus shall be permitted on any lot listed above.
- d. 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.

(5) RESTRICTIONS ON CONSTRUCTION:

- a. No house, garage, building, structure, storage building, mobile home, portable building, fence(s) or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and specifications, a plot plan showing the location thereof, and a permit application have been submitted to and approved by the Property Owners Association.
- b. No building or structure on any lot shall exceed two (2) stories in height.
- c. All dwellings must be properly connected to all necessary utilities, including a septic system or the central sewer system if available, prior to occupancy.
- d. 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.
- e. No building, dwelling, or permanent structures of any type shall be erected on any lot within twenty (20) feet of the front property line or within five (5) feet of the side property lines, or within ten (10) feet of the rear property line.  
EXCEPTION: front building line is ten (10) feet for the lots listed below:  
Unit 2 - all lots  
Unit 3 - all lots  
Unit 4 - lots 41-44 and 63-74A  
Unit 5 - all lots  
Unit 7 - lots 1-309, 449-530, 542-629, 632-641  
Unit 8 - all lots  
Unit 9 - all lots in Exhibits "B" and "C"  
Canyon Creek IV (all lots)
- f. No fences will be permitted within twenty (20) feet of the front property line except those listed as exceptions in e above EXCEPT fence may be placed on the property line with prior written approval of the Property Owner's Association.
- g. 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.

- h. No dwellings, garages, storage buildings or improvements containing asbestos exterior siding, tarpaper, exterior siding, or tarpaper exterior roofing, galvanized corrugated metal siding or galvanized corrugated metal roofing shall be permitted on any lot within the Subdivision. No galvanized material will be approved for use for any purpose within the Subdivision.
- i. 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.

(6) GENERAL REQUIREMENTS AND PROHIBITIONS

- a. No sign or signs shall be displayed to the public view on any lot except those signs approved by the Property Owners Association.
- b. No bus or mobile home shall be used for storage purposes on any lot within the subdivision.
- c. No outside toilet, cesspool or privy shall be erected or maintained on any lot within the Subdivision.
- d. The dumping of holding tanks on any development property is expressly prohibited except where provided by the Property Owners Association.
- e. Metal barrels and trash are prohibited.
- f. 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.
- g. 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.
- h. The digging, construction, installation, or repair of any septic system within the Subdivision is prohibited if the affected property is within three hundred (300) feet of any central sewer connection. The only exception shall be in the case that the central sewer system provider refuses connection and provides written notice thereof.
- i. 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.
- j. No ground fires shall be built or maintained on any lot.

- k. Discharging of firearms or fireworks within the Subdivision is prohibited.
- l. 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 purposes and are kept under control at all times).
- m. 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.
- n. 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.

(7) CULVERTS:

- a. Culverts for driveways on lots shall be mandatory and shall be a minimum of twelve (12) feet in length.
- b. Each culvert will be a minimum of twelve (12) inches in diameter, galvanized, corrugated steel with an eighteen (18) gauge minimum.
- c. 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.
- d. Other types of culverts will be permitted if they are commonly used by the Texas State Department of Highways.
- e. Each culvert shall have a minimum cover of dirt or rock of eight (8) inches.
- f. In the rare case whereby it may be inappropriate to install culverts, the Property Owners Association may waive this requirement after considering a written request of the property owner to waive this requirement.

(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 other reason) is prohibited.

(9) EASEMENTS:

- a. There is reserved for Developer, Property Owners Association and their assigns, a ten (10) foot wide utility and drainage easement along the front and rear lot lines, and a five (5) foot wide utility and drainage easement along the side lot lines of each and every lot within the Subdivision.
- b. 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.

- c. 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) MAINTENANCE OF LOTS:

- a. Each lot shall be kept and maintained in a neat and orderly condition
- b. No trash or refuse shall be allowed to accumulate and remain upon any lot within the Subdivision.
- c. Improved lots shall be mowed and maintained to present a neat appearance. High grass and weeds on these lots creates a hazard to the Subdivision.
- d. In the event any lot is not properly maintained, the Property Owners Association may clean and/or mow such lot for a fee determined by the Property Owners Association, plus additional costs as needed.
- e. Unpaid fees shall become a charge and lien upon such lot.
- f. 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.
- g. No soil shall be removed from any lot for any commercial use.

- (11) 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.

- (12) THE BOARD OF DIRECTORS OF THE PROPERTY OWNERS ASSOCIATION shall have the power and authority to:
- a. amend these restrictive covenants,
  - b. issue rules and regulations applicable to the common facilities and areas within the Subdivision,
  - c. 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,
  - d. issue permits for the construction of houses, garages, buildings, structures, storage buildings, fence(s) or improvements of any nature to any lot and issue permits for the bringing in and placement of mobile or prefabricated homes and/or portable storage buildings.
  - e. set reasonable fees for the processing of permit applications and establish reasonable deposits, when

necessary, to assure compliance with these covenants and restrictions,

- f. establish reasonable non-compliance fees for the enforcement of Violation Notices when a property owner has ignored written requests to comply with these covenants and restrictions and/or established written rules and regulations.
- g. exercise such other rights granted it under the Articles of Incorporation and By-Laws of the Association.

(13) DEVELOPMENT AND IMPROVEMENT COMMITTEE:

- a. The Development and Improvement Committee (herein called the "Committee") shall be composed of one or more individuals selected and appointed by the Board of Directors of the Property Owners Association.
- b. The Committee shall function as the representative of the Property Owners Association with respect to property development matters as set forth in these covenants.
- c. A majority of the Committee may designate a representative to act for it.
- d. 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.
- e. Final construction or building plans and specifications shall be submitted to the Committee for approval or disapproval of such plans and specifications.
- f. 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 commenced prior to substantial completion of construction, then Committee approval shall be presumed provided it does not violate the recorded covenants and restrictions.

(14) MEMBERSHIP, MAINTENANCE FEES, RESPONSIBILITIES, LIENS:

- a. Each and every owner of any and all lots within the 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.
- b. Each and every owner covenants and promises to pay, to the Property Owners Association when due, any and all dues, maintenance fees, or other fees authorized in these covenants and restrictions.
- c. Use of the common facilities within the Subdivision shall be limited to the lot owners (and their families and guests).
- d. Property owners must, at all times, use caution to not damage the facilities of the development.
- e. Property owners and guests will be held responsible for any development property destroyed or defaced.

- f. Each and every owner of any and all lots within the Subdivision, covenants and agrees 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, 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.

(15) COVENANT APPLICABILITY AND ENFORCEMENT:

- a. 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
- b. 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.

(16) VALIDITY OF COVENANTS, RESTRICTIONS, AND LIENS:

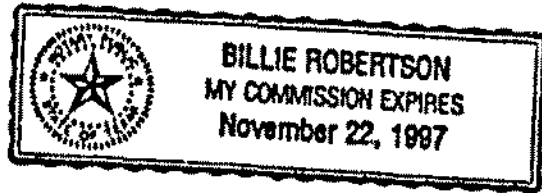
- a. Violation of or failure to comply with the covenants and restrictions shall not affect the validity of any mortgage, bonafide lien or other similar security instrument which may be then existing on any lot in the Subdivision.
- b. Invalidation of any one of these covenants and restrictions, or any portion thereof, by a judgement or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect.
- c. In the event any portion of these covenants and restrictions conflicts with mandatory provisions of any ordinance or similar governmental agency then such government requirement shall control.
- d. Any deed or legal instrument (except deeds of trust, mortgages, or any 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 the 19 day of May 1997.

CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC.

By: John H. Koon  
John H. Koon, President



Billie Robertson  
Notary Public for the State of Texas

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 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

Return to:  
Canyon Creek P.O.A. Inc.  
One Club Dr.  
Cranbury, TX 76048

FILED FOR RECORD  
AT 2:20 P.M.

MAY 19 1997

Anjanette Ables  
County Clerk, Hood County, Texas

considered to be commercial activity.

(2) All lots in Unit 6 and lots 310 through 448, lots 531 through 541, lots 630 through 631 and lots 642 through 659 of Unit 7 shall be designated as "Residential Lots" and all residential dwellings must be constructed "on-site." Each dwelling constructed on any "Residential Lot" shall contain a minimum of one thousand (1,000) square feet of covered floor area, exclusive of all porches, garages or breezeways attached to the main dwelling. No temporary structures, mobile homes, modular homes or prefabricated dwellings shall be permitted on any "Residential Lot." No camping of any sort shall be permitted on any "Residential Lot" at any time.

(3) Lots 1 through 309, lots 449 through 530, lots 542 through 629 and lots 632 through 641 of Unit 7 shall be designated as "Combination Lots." Each dwelling constructed on any "Combination Lot" 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 "Combination Lot," provided that prior to occupancy, any mobile home or dwelling shall be properly skirted, pinned and connected to the central sewer system or connected to an approved septic system. Factory made recreational vehicles may be used on a temporary basis to camp on the "Combination Lots" while 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 "Combination Lot." 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.

(4) All lots listed in Unit 8 shall be designated "Camper Lots." Only camping in approved factory made recreational vehicles and factory made tents will be permitted on any "Camper Lots." Self-contained recreational vehicles may be used on a permanent basis to camp on the lots listed in Unit 8 subject, however, to the prior approval of the Property Owners Association as well as the camping rules and regulations of the Property Owners Association and may be used on a permanent basis only after being connected to the central sewer system or connected to an approved septic system. No camping by homemade or converted vehicle or bus shall be permitted on any lot listed in Unit 8. 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.

(5) 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 sewer, prior to occupancy. Septic tank installation and sanitary plumbing shall conform to any and all requirements of the Texas 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 twenty feet (20') of the front property line for those lots listed in Unit 6 and lots 310 through 448, lots 531 through 541, lots 630 through 631 and lots 642 through 659 of Unit 7), within five feet (5') of the side property lines, or within ten feet (10') of the rear property line. No fences will be permitted within twenty feet (20') of the front property line for those lots listed in Unit 6 and lots 310 through 448, lots 531 through 541, lots 630 through 631 and lots 642 through 659 of Unit 7. 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.

(6) 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.

(7) 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.

(8) 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.

(9) 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.

(10) 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.

(11) 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.

(12) 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.

(13) 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.

(14) 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.

(15) 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.

(16) 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.

(17) 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.

(18) 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.

(19) 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

0168

STATE OF TEXAS        )  
                                  )  
COUNTY OF DALLAS    )

VOL 1199 PAGE 197

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

My Commission Expires:  
10/30/87

Beverly Selman

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 11:04 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, Clerk  
Hood County, Tex

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, the subdivision property owners association. The drilling of any water well within the subdivision unit is prohibited, save and except those drilled for the central water supply and distribution system.

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 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). 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 The property owners association shall have the power and authority to amend these restrictive covenant.

Save and except the following paragraphs:

Unit 4

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 shall be permitted on any lot. Sale or resale of lots in this subdivision shall not be considered to be commercial activity.

No soil shall be removed for any commercial use; any cutting of trees shall be limited to the extent necessary for clearing an 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. 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. No sign or signs shall be displayed to the public view on any lot except those signs approved by the property owners association.

Units 2, 3, 7 & 8

(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 shall be permitted on any lot. Sale or resale of lots in this subdivision shall not be considered to be commercial activity. 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. Use of tents or camping on any lot in the subdivision unit shall be subject to 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. No sign or signs shall be displayed to the public view on any lot except those signs approved by the property owners association.

Unit 5

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 shall be permitted on any lot. Sale or resale of lots in this subdivision shall not be considered commercial activity. 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. No sign or signs shall be displayed to the public view on any lot except those signs approved by the Property Owners Association.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on this 18th day of May, 1982.

DEVELOPER: CANYON CREEK PROPERTIES, INC.

*R. Mike Ward*  
R. Mike Ward, President

THE STATE OF TEXAS X  
COUNTY OF DALLAS X

BEFORE ME, the under signed 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 acknowledge 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 herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of May, A.D. 1982.

*Lillian R. Dea*  
Lillian R. Dea, Notary Public  
in and for Dallas County, Texas  
Lillian R. Dea

My commission expires:  
10-23-85



RETURN RECORDED DOCUMENTS TO  
Beverly Selman  
12700 Hillcrest #258  
Dallas, TX 75230

FILED FOR RECORD  
AT 5:15 P.M.

MAY 26 1983

*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 herein by me and was duly RECORDED on 5-26-83 in the Volume and Page of the real RECORDS of Hood County, Texas, as stamped herein by me.



*Anjanette Ables*  
County Clerk, Hood County, Texas

tions of the Developer, as established and amended from time to time. 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, 1985, 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. 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 the time specified, no construction shall be commenced prior to substantial completion of such construction, the 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 owner of such lot has been properly recorded in the public records of the County of Los Angeles. If then in existence, 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 successors and invitees). Each and every owner of any and all lots within the subdivision covenants and agrees 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), in priority 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 attorney's fees to be added in connection with the collection of same.

7. Prior to January 1, 1987, the Developer shall have the power and authority to amend these restrictive covenants and to increase or decrease the extent of the real property which is subject to these restrictive covenants. After January 1, 1987, the owners of the legal title to seventy percent (70%) of the lots within the subdivision (as then shown by the records of Hood County, Texas) may amend the restrictive covenants then existing by filing an appropriate instrument containing such amendments in the office of the County Clerk of Hood County, Texas.

8. The covenants, conditions and restrictions herein shall constitute covenants running with the land and shall be binding upon the 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. 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 shall contain appropriate language to expressly subject the land within such conveyance, transfer or assignment to all the

covenants and restrictions set forth herein.

10. 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.

11. 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 gauge minimum. ~~Each culvert shall have a minimum cover of dirt or rock of eight (8) inches.~~

12. There is a ten feet (10') wide utility and drainage easement along the front and rear lot lines, and a four feet (4') utility and drainage easement along the side lot lines of each and every lot within the subdivision.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on this 21st day of June, 1981.

DEVELOPER: CANYON CREEK PROPERTIES, INC.

BY:

  
R. Mike Ward-President

THE STATE OF TEXAS |  
COUNTY OF DALLAS |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day 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 30th day of June, 1981.



Beverly Sgliman  
Beverly Sgliman  
Notary Public in and for Dallas  
County, Texas

FILED FOR RECORD  
AT 11:11 A.M.

JUL 02 1981

Louise  
Clerk County Court, Hood County, Texas

FILED FOR RECORD THE 2 DAY OF JULY, 1981 AT 10A M.  
RECORDED THE 13th DAY OF JULY, 1981 AT 9:00A.M.  
Claudia Hemington  
DEPUTY  
DORIS DYER, CLERK  
HOOD COUNTY, TEXAS