

# **Comprehensive Rules & Regulations**

## **of Canyon Creek Property Owners Association, Inc.,**

**a Texas non-profit corporation**

### **Basic Information**

Date: April 27, 2022

Property Members Association: Canyon Creek Property Owners Association, Inc., a Texas non-profit corporation established by the articles of incorporation filed with the secretary of state of Texas on March 11, 1983.

Association's Address: 2300 Club Drive, Granbury, Texas 76048

Declaration: The Amended Covenants and Restrictions on and for The Canyon Creek Subdivision, filed under Volume 2001, Page 411, Real Property Records of Hood County, Texas

Definitions: Throughout these Rules and Regulations, the term "Member" shall refer to any owner of real property within the Canyon Creek Subdivision as well as tenants, lessees, guests, builders, contractors, subcontractors, or invitees of the property owner. Any enforcement action taken by the Association against a tenant, lessee, guest, builder, contractor, subcontractor, or invitee of a property owner shall result in joint and several liability of both parties.

Capitalized terms used but not defined in the Rules and Regulations shall have the meaning set forth in the Declaration or Bylaws.

**WHEREAS**, at a properly called meeting of the Board of Directors of the Canyon Creek Property Owners Association, Inc., a Texas non-profit corporation (the “Association”), at which a quorum of the Board of Directors was present, the Association’s Board of Directors approved these Rules and Regulations pursuant, but not limited to, Section (14) of the Declaration;

**WHEREAS**, the Association desired to create and adopt a comprehensive set of rules and regulations for the Canyon Creek Subdivision (the “Subdivision”) for the purpose of providing all owners an efficient and comprehensive view of all rules and regulations for the Subdivision;

**WHEREAS**, this comprehensive set of rules and regulations shall revoke and replace all prior rules and regulations of the Association;

**WHEREAS**, these Rules and Regulations shall supplement the Declaration filed under Volume 2001, Page 411, Real Property Records of Hood County, Texas;

**WHEREAS**, the Association desires to grant the Property Manager of the Association with the authority to issue and enforce all fines and other remedies related to the violations of the rules and regulations or the Declaration; and

**WHEREAS**, violations of the Rules and Regulations may subject the offending owner to the possibility of fines, the Association proceeding with curative action on the owner’s behalf, or suspension of the owner’s Common Area rights, which may become charges against the owner and the owner’s Lot itself, enforceable through the lien process in accordance with the Texas Property Code.

**NOW, THEREFORE**, these Rules and Regulations are adopted by the Board of Directors of the Canyon Creek Property Owners Association, Inc., as follows:

**A. Rules of The Association**

**Subdivision Entry and Roadway Rules**

Fine Schedule attached as Exhibit “A” and incorporated herein.

1. Entry into Canyon Creek

All Members shall enter into Canyon Creek through the main gate. All vehicles without decals (“gate tags”) must enter in the non-sticker lane, show the drivers license of the driver to the gate attendant (no drivers license information will be recorded), and provide the vehicle description and plate number of the vehicle to gate staff for recording. All vehicles with the appropriate decal may enter in the sticker lane without providing the above information from the hours of 6 AM to 11 PM.

Property owner’s guests may only enter the subdivision if the guest is added to the property owner’s guest list. Property owners may contact the Association office to add

permanent guests to their guest list. Property owners may utilize the ABDI software or contact the guard house to call in a temporary guest.

Property owners who have an ongoing violation of any of the Association covenants, rules and regulations, or who are sixty (60) days delinquent or more in paying their Association assessments shall be categorized as “Guest List Pulled” (GLP). GLP owners may not create a guest list and must meet their guests at the gate in order for their guests to be permitted to enter the Subdivision. Additionally, GLP owners, and other occupants residing on their property, will be charged five-dollar (\$5.00), to be paid in cash with no change given, every time they drive their vehicle through the Subdivision gate. GLP owners, and other occupants residing on their property, shall never be denied access to the subdivision but the gate shall not be opened for their vehicle unless the five-dollar (\$5.00) fee is paid. Additionally, GLP owners must surrender any gate tags on their vehicle to the gate employee on duty until such a time as they are no longer categorized as GLP owners. Failure to surrender a gate tag will result in the gate not being opened for the GLP owner’s vehicle to pass through.

Property owners and renters may obtain gate tags by paying all fees owed, if any, and filling out the Vehicle Decal Application attached as Exhibit “1” and incorporated herein by reference.

2. Speeding, Parking, & Stop Signs

No Member shall park within twenty-five feet (25’) of any stop sign or intersection, nor shall they park in any area marked “No Parking”.

All Members shall follow the posted speed limits of the Subdivision roadways at all times and acknowledge all stop signs by coming to a complete halt, prior to passing the sign.

All Members are prohibited from the rapid acceleration of their vehicles, peeling out, recklessly driving, or otherwise exhibiting unlawful roadway behavior.

3. Driver’s License Required on All Registered Vehicles

All vehicles which are operated on the roads of the Subdivision, except for golf carts, John Deere Gator’s, or Kawasaki Mules (or a vehicle of like specifications), must be street legal and registered. Specifically, no go karts, dune buggies, four wheelers, or other vehicle types will be permitted to operate on Subdivision roads unless they are street legal and registered. All Members shall have on their person when operating a registered motor vehicle, their duly issued, unexpired state driver’s license in accordance with Texas State Law. Additionally, all Members shall regulate the use of all registered motor vehicles under their control and prevent the operation of said vehicles by any person who does not possess a duly issued, unexpired state driver’s license.

4. Vehicle Lighting

All vehicles of any nature operating between the period of thirty (30) minutes prior to sunset and thirty (30) minutes after sunrise shall have operating forward facing translucent lights and rearward facing red lights which are turned on.

5. No Driving on Common Areas or Lots

No Member shall allow any vehicle owned by them to be driven upon Association Common Areas or Lots.

6. Large Vehicle Parking

All Members are prohibited from parking: trucks in excess of one ton; damaged, wrecked, or inoperable vehicles; boats; buses; equipment or semi-trailers in excess of eighteen (18) feet; and airplanes; on any Lot, street, bar-ditch, swale, or shoulder within the Subdivision. This rule shall not prohibit Member's from performing minor repairs upon their own personal vehicle on the driveway of a Lot in which they are the Owner nor shall it prohibit the use of trucks in excess of one ton or trucks, equipment, and semi-trailers in excess of 18 feet which are necessary for active construction upon a Lot.

## **General Member Rules**

Fine Schedule attached as Exhibit “B” and incorporated herein.

### 1. Failure to Maintain the Lot

All Members must, at their sole cost and expense, at all times keep and maintain their Lot, all easement and culvert areas thereon, and all improvements thereon so as to present a neat, safe, clean, and attractive appearance free of trash, refuse, waste, debris, or any unsightly items. This includes maintenance of the exterior of all improvements, including but not limited to, siding, roofing, trim, gutters, masonry, windows, doors, skirting, underpinning, paint, and windows. All damaged or decayed materials must be replaced and may not be painted over. Additionally, Members may not allow the placement or erection of any outside toilet, cesspool, privy, or exposed plumbing on any lot within the Subdivision, nor may they use a Lot solely for the storage of trailers, boats, campers, vehicles, or storage sheds. Members must mow their Lots so as to prevent high grass and weeds.

Should a Member fail to maintain their Lot, as provided in this provision, the Association may enter onto the Lot to clean and/or mow the Lot and assess the Owner the actual fees incurred by the Association for all labor and other costs associated with doing same.

### 2. Alternate Storage

Members may not utilize a bus or mobile home as a storage shed or for any other storage purposes on any lot within the Subdivision.

### 3. Illegal Dumping

No Member shall cause or allow the dumping of any refuse, waste, liquid waste, litter, or debris of any kind whatsoever upon any Lot within the subdivision nor upon any of the Association’s Easements and Common Properties.

### 4. Trash Service

Property owners must subscribe to a trash service or remove all trash 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 and must be retrieved on the day of trash service. All trash containers must be stored in a manner where they cannot be viewed from the street.

### 5. Offensive Activity

No noxious or offensive activity or behavior shall be conducted or permitted within the Subdivision, including but not limited to loud or obscene music, continuous dog

barking, display of vulgar signs or flags, or any other activity which would be inconsistent with the residential nature of the area.

6. Commercial Activity

No Member shall participate in any commercial activity within the Subdivision. For the purpose of this rule, sale or resale of Lots and construction upon a Lot shall not be considered a commercial activity.

7. Posting or Affixation of signs

No sign or signs shall be displayed to the public view on any residential Lot, except:

(a) any builder, during the applicable initial construction and sales period, may utilize one (1) professional sign [of not more than six (6) square feet in size] per Lot for advertising and sales purposes;

(b) thereafter, a dignified “For Sale” or “For Lease” sign [of not more than six (6) square feet in size] may be utilized by the Owner of the respective residential Lot for the applicable sale or lease situation; and

(c) any owner may place signs advertising a candidate or measure for an election so long as only one sign per candidate/measure is utilized and the sign is only utilized during a period of ninety (90) days or less prior to the election through ten (10) days after the election.

All other signage may only be approved by an affirmative vote of the Board of Directors. For the purposes of the Association, a flag shall not be considered a sign.

8. Permitted possession of animals

No animals of any kind, including but not limited to livestock, horses or other hooved animals, swine, or poultry of any kind shall be raised, bred, or kept on any Lot within the Subdivision except that a Member may possess no more than 3 household pets on any Lot within the Subdivision, provided same are not raised, bred, or used for any commercial purpose.

9. Unrestrained animal

All Members shall ensure their household pets of any kind are leashed and controlled by Member at all times beyond the perimeter of said Member’s Lot.

10. Possession of Public Nuisance Pet

No Member shall possess a pet which creates a Public Nuisance within the Subdivision.

11. Failure to remove discharge or waste of animal

All Members shall promptly clean and remove the discharge or waste of any animal owned by that Member from any of the common properties or easements of the Association.

12. Perimeter Fencing

Under no circumstances may a Member remove or modify the perimeter fence of the Association.

13. Clotheslines

Members may only use clotheslines in the rear of their Lot so long as the clothesline and its contents may not be viewed from any street.

14. Personal Fires

No Member shall be permitted to individually burn or create a ground fire of any kind within the Subdivision.

15. Discharge of Fireworks

All Members are prohibited from the discharge of fireworks or other incendiary devices of any kind within the Subdivision.

16. Discharge of Firearm

All Members are prohibited from the discharge of firearms within the Subdivision.

17. Harvesting of Firewood

All Members are prohibited from the harvesting of wood from the Association's Common Property and Easements.

18. Use of Common Property by a Member when Rights are Suspended

No Member is permitted to use any Common Property of the Association when said Member's Common Property rights have been previously suspended until such a time as the Member's Common Property rights have been reinstated in writing by the Association.

19. Member liable for damages

All Members shall be liable to the Association for the full amount of any damages caused by the Member to the Association's Common Properties or Easements. Such damages shall be calculated based upon the actual costs incurred by the Association to repair the damage to the Association's satisfaction.

## **Builders Rules and Regulations**

**&**

### **Development and Improvement Committee**

Fine Schedule attached as Exhibit “C” and incorporated herein.

The Property Manager is hereby empowered to enforce the following Rules and collect fines associated with same against all Members, builders, contractors, work crews, etc.:

#### **A) SUBMITTING OF PLANS**

No Structure of any kind shall be erected, placed, constructed, maintained, modified or altered and no Improvement shall be made on any Lot in the Subdivision, nor shall any clearing or sitework (including specifically the removal of trees or any other vegetation) be commenced, until a complete set of construction plans and specifications, plot plan showing the location thereof, a TPDES General Permit TXR150000, picture of the lot and easements upon the Lot at time of permit submittal, and a permit application with all appropriate fees and security deposits (attached as Exhibit “2” and incorporated herein) shall have been formally submitted to and approved by the Development and Improvement Committee (“D&I”).

Base Level builders shall be entitled to have one active building permit at a time. No additional building permits shall be issued to a base level builder until said builder shall no longer have an active building permit. Builders placed upon the Approved Builder List may have a maximum of five (5) building permits active at a time. No additional building permits shall be issued to a builder on the Approved Builder List until said builder shall have less than five (5) total active building permits. Builders upon the Preferred Builder List may have a maximum of ten (10) building permits active at a time and may apply for and receive car tags for their contractors (“contractor passes”). No additional building permits shall be issued to a builder on the Preferred Builder List until said builder shall have less than ten (10) total active building permits. No contractor passes shall be issued to any builder unless said builder is on the Preferred Builder List.

At the time of adoption of these Comprehensive Rules and Regulations, all builders with at least one (1) active building permit within the Canyon Creek Subdivision shall be placed upon the Approved Builder List. From the date of adoption forward, all new builders to Canyon Creek shall be placed under the base level builder status. Base level builders may be approved to be placed upon the Approved Builder list upon the completion of a build with three (3) or less warnings and no non-curable violations. Approved Builders may be approved to be placed upon the Preferred Builder list upon the completion of a minimum of five (5) builds with no more than five (5) warnings, no more than two (2) fines, and no non-curable violations within a six (6) month period.



Preferred Builders who receive more than five (5) warnings, more than two (2) fines, or a non-curable violation within a six (6) month period shall be moved to the Approved Builder List and will not be eligible for new building permits until they have less than five (5) total active building permits. Approved Builders who receive more than three (3) warnings or a non-curable violation shall be removed from the Approved Builder List and be placed under base level builder status and will not be eligible for new building permits until they shall no longer have an active building permit. For base level builders to regain Approved Builder status they must wait a minimum of six (6) months and complete all current builds with three (3) or less warnings and no non-curable violations.

Two complete sets of construction plans along with a completed permit application, the permit fee, and the security deposit must be submitted to the D&I prior to construction of any of the above identified items. No permit will be issued until any and all outstanding assessments, maintenance fees, fines, late fees, etc. have been paid in full on the Member's account in question. The completed permit application shall include:

- 1.) A professional survey of property showing the location and dimensions of the existing and proposed improvements;
- 2.) Timeline for completion of project;
- 3.) Construction Plans, including finished floor and ground elevations;
- 4.) Pictures of the Lot, natural drainage thereon, all easements thereon, and the roadway in front of the Lot at time of permit submittal;
- 5.) TPDES General Permit TXR150000 approved by TCEQ;
- 6.) The street address issued by emergency services;
- 7.) Exterior locations for all buildings, fences, pools, storage buildings, and other permanent structures;
- 8.) Provision for drainage; and
- 9.) Any other plans, specifications or information requested and deemed pertinent by the D&I.

## **B) APPROVAL FORM AND PROCESS**

The D&I shall have full right and authority in approving or denying any plans and specifications which are submitted. The decision of the D&I shall be final, conclusive, and binding upon the applicant, subject to the applicants right of appeal to the Board of Directors.

Approval:

- 1). At such time as the plans, specifications and surveys meet the approval of the D&I, one complete set of plans, specifications and surveys will be retained by the D&I and the other complete set will be marked "Approved" and returned to the Lot Owner or his designated representative.
- 2). All plans, specifications, and surveys must be signed by the entire D&I prior to being marked "Approved" or "Denied".

- 3). Any modification or change to the approved set of plans, specifications and surveys must again be submitted to the D&I for its inspection and approval with a resubmittal fee.
- 4). If the D&I fails to approve submitted plans or to request additional information reasonably required within thirty (30) days after submission, the applicant shall give the D&I written notice of its failure to respond. Unless the D&I responds within ten (10) days of receipt of that notice, approval will be deemed granted.

Denial:

- 1). The D&I may deny the construction or design of any Improvement or Structure, including the removal of any trees or other natural vegetation, if the members of the D&I believe a violation of the Declarations or Rules and Regulations would result or if any outstanding assessments, maintenance fees, fines, late fees, etc. are delinquent upon a Member's account.
- 2). Prior approvals and/or denials of the D&I pertaining to any Improvement activities shall not be deemed binding upon the D&I for later requests for approval.
- 3). If any submitted set of plans are found to not be in compliance with the Declarations, one set of such plans, specifications and surveys shall be sent to the applicant via email or certified mail marked "Denied," accompanied by a written notice of the denial describing the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval and inform the owner that the owner may request a hearing before the Board of Directors on or before the 30<sup>th</sup> day after the date the notice was mailed to the owner. A fee of \$150.00 will be retained by the D&I for the processing of the site built applications with all other funds being refunded to the applicant.
- 4). Once changes are made to plans, applicants may resubmit modified plans again for approval. If any construction begins prior to D&I approval, a stop work order shall be issued and the applicant and/or Member shall be subject to the fine as set by the Fine Schedule attached to the Rules and Regulations of Canyon Creek.

### C) **REQUIREMENTS**

These requirements include various standards and requirements which must be complied with in order to modify a Lot.

1.) **LOT USAGE** – Lots contained within the Subdivision shall be used as follows:

a. The following Lots shall be designated as Residential Lots:

1. All Lots in Unit 1;
2. All Lots in Unit 4;
3. All Lots in Unit 5;
4. Lots 1 – 66 of Unit 6;
5. All Lots in Unit 7;
6. All Lots in Unit 9; and
7. Lots 1 – 51 of Canyon Creek IV.

ii. The following rules shall apply exclusively to all Residential Lots:

1. All dwellings must be constructed on site with a minimum of one thousand three hundred square feet (1,300 sq.ft.) of minimum floor area exclusive of all porches, garages, or breezeways;
2. No temporary structures, mobile homes, modular homes, or prefabricated dwellings shall be permitted;
3. No camping of any sort shall be permitted; and
4. No occupancy of any type shall be permitted while under construction.

2.) **SINGLE-FAMILY DWELLING** – All residences shall be a single-family dwelling, exceeding no more than two (2) stories in height, with no duplexes, apartments, or other multi-family dwellings or structures permitted. Additionally, all dwellings must be properly connected to all necessary utilities prior to occupancy.

3.) **ACCESSORY STRUCTURES** – No more than two (2) outbuildings shall be allowed in connection upon a single Lot. No garage, shed, shop, or other outbuilding shall be taller than one (1) story in height unless approved by the D&I as being harmonious in design and proportion to the existing residence and after considering the effect of such structure on adjacent properties. No metal or steel buildings shall be erected on any Lot until there exists a fully constructed dwelling.

4.) **SETBACK REQUIREMENTS** – A twenty foot (20') set back from all front Lot lines is required, except for Lots 41-44 and 63-67A of Unit 4 where the front set back shall be ten feet (10'). A ten foot (10') set back from all rear Lot lines is required. A five foot (5') setback from all side Lot lines is required. No building, dwelling, or permanent structures of any type may be erected within the area between the setback lines and Lot boundary lines. The D&I may grant a variance of up to ten feet (10') from the front setback line requirement for the following Lots:

- a. All Lots in Unit 2;
- b. All Lots in Unit 3;
- c. All Lots in Unit 5;
- d. The following Lots in Unit 7:
  - i. 1-309;
  - ii. 449-530;
  - iii. 542-629;
  - iv. 632-641;
- e. All Lots in Unit 8;
- f. The following Lots in Unit 9:
  - i. 1-13;
  - ii. 32-148;
  - iii. 156-181;
  - iv. 196-201;

- v. 203-395;
- vi. 400-436; and
- g. All Lots in Canyon Creek IV.

- 5.) **FENCES** – All fences and fencing material must be approved by D&I. D&I will not approve used fencing material.
  
- 6.) **EASEMENTS** – Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown or described on the recorded subdivision plat and a ten-foot (10') utility and drainage easement is reserved along the front and rear of each Lot with a five foot (5') utility and drainage easement reserved along the side of each Lot. Except as may be otherwise permitted by the D&I (e.g. fencing, flatwork, landscaping, etc.), no Member shall erect, construct or permit any obstructions or permanent improvements of any type or kind to exist within any easement area, nor shall anything be done or permitted within an easement area which would restrict or adversely affect drainage. The easement area of each Lot shall be maintained by the Owner of the Lot.
  
- 7.) **SEPTIC SYSTEMS** – Septic systems are governed by Hood County, The Texas State Department of Health, and The Secretary of State. Septic tank installation and sanitary plumbing shall be installed, used, and maintained in conformity with any and all requirements of all applicable governmental regulations. For more information please go to the following website: [www.soso.state.tx.us](http://www.soso.state.tx.us)
  
- 8.) **WATER WELLS** - No water well may be drilled within the Subdivision except by an authorized water service provider for the Subdivision's central water supply and distribution system.
  
- 9.) **EXTERIOR SURFACES** – The exterior surface of all residential dwellings shall be constructed of new materials, except used stone, brick, inside structural material, or other antiqued decorative material may be used if approved by the D&I. No buildings or improvements shall be constructed with components containing asbestos, tar paper exterior siding or roofing, or galvanized corrugated metal siding or roofing. Windows and window treatments must not detract from the exterior appearance of a residence. Plywood, metal, tin foil, and any other materials, in the discretion of the D&I, which detract from the appearance of the residence shall not be used over windows or as window treatments.
  
- 10.) **CULVERTS** - It shall be mandatory for all driveways to have galvanized, corrugated steel culverts which have the following dimensions:
  - a. Minimum of twelve feet (12') in length;
  - b. Minimum of twelve inches (12") in diameter; and
  - c. Minimum of eighteen gauge.

Culverts must be installed and bar ditches pronounced along roads at the time the Lot is cleared.

A variance request to the above requirements may be made to the D&I under the following circumstances:

- d. Smaller diameter culverts may be used if it is found they are more appropriate and adequate;
- e. Other types of culverts may be used if they are commonly used by the Texas State Department of Highways; or
- f. In rare instances, alternate designs or the waiver of this requirement entirely may occur if the installation of culverts would be inappropriate.

11.) **DRIVEWAY LAYOUT** – Members will provide a driveway lay out and description of materials to be used to construct the driveway. All improved Lots must have a driveway composed of cement or asphalt, and the driveway must be tied into the roadway at time of construction.

12.) **LANDSCAPING** – Timing is of the utmost consideration in regard to landscaping. All yards must be composed of grass or natural ground cover. No dirt yards are permitted. Under no circumstances may soil be removed from any Lot for a commercial use.

13.) **TREE REMOVAL** – Only the minimum number of trees necessary for clearing a foundation site for construction may occur without the approval of a variance from the D&I.

#### **D) CONSTRUCTION RESPONSIBILITIES**

All Members and contractors must adhere to the following procedures during construction and have a validly issued building permit and physical address placed upon the Lot in a manner which shall prevent deterioration of the permit by weather and be in clear view from the roadway:

- 1.) **LIABILITY** - Property owner and builder shall be jointly liable for any damage to gates, fencing and common areas caused by builders, contractors, work crews, etc. that are in Canyon Creek with the purpose of construction on their property.
- 2.) **CLEAN CONSTRUCTION SITE** – Any builder, whether contractor or Member, is responsible to maintain a clean and safe job site free of all trash and debris not stored in a job site dumpster by the end of each day. Proper maintenance and disposal of building materials (including unused sand, dirt, rock, etc. whether brought in or turned up on site), trash, and debris is expected during the entire building process, with removal occurring at least on a weekly basis. Member and/or builder shall be fined if not maintained in accordance with the Rules and Regulations of Canyon Creek.

**The builder is also responsible for the behavior of crews during construction on Canyon Creek Lots. Common facilities are solely for the use of Canyon Creek Lot owner's and guest. Construction crews and contractors should be respectful of neighbors and the neighborhood. Unacceptable behavior, destruction of roadways, and speeding or reckless driving shall not be tolerated.**

- 3.) **TRESPASS** – Builder shall not trespass upon any Lot, easement, roadway, culvert, or bar ditch of the Association in any manner whatsoever, including but not limited to: physically accessing, maneuvering machinery on or over, storage of materials, washout of dirt, rock, concrete, brush, trash, debris, etc. Concrete washout is absolutely prohibited from occurring in any manner which causes the washout to trespass in or onto any bar ditch, roadway, or easement. To assist with this, builder shall be required to install a silt fence, after excavation, along the perimeter of all association easements for the Lot where construction is taking place for the duration of construction.

This provision shall not be interpreted in a manner which prevents builder from ingress and egress on and over the Subdivision's roadways for the express purpose of traveling to and from an active construction site, except that a builder may not transport construction machinery directly to, from, or between active construction sites unless upon a trailer. Additionally, should the builder block the roadway of the Association at any time, builder is responsible for having an agent on site to direct traffic around the blockage.

- 4.) **ELECTRICAL** – Both temporary and permanent electrical hookups, if necessary, must be routed under any secondary roads and not placed on top of roads.
- 5.) **BUILDER SIGNS** – Builder is allowed one sign placed on the property under construction. Builders must remove signs upon occupancy.
- 6.) **RIGHT TO INSPECT** – During reasonable hours, members of the D&I, any member of the Board, or any authorized representative of any of them, shall have the right to enter upon and inspect any Lot, and the Dwelling thereon, for the purpose of ascertaining whether or not the provisions of the Declaration have been or are being complied with, and those persons shall not be deemed guilty of trespass by reason of such entry.

During the course of the project, the builder shall work with the Association office and the Association's third-party inspector.

- 7.) **CONSTRUCTION HOURS** – Any and all contractors, construction workers, crews, etc shall only be allowed within the Subdivision Monday through Saturday between the hours of seven (7) AM to seven (7) PM with no construction to take place on the holidays of: Easter, Christmas Day, New Years Day, Thanksgiving

Day, the 4<sup>th</sup> of July, Memorial Day, and Labor Day. Concrete truck entry must be scheduled in advance with the Association and trucks must enter the subdivision by twelve (12) PM on the date scheduled.

**F.) TIMELINES**

All construction commenced on any Lot shall be completed, both interior and exterior, within six (6) months from the commencement date of the construction.

**G.) MISCELLANEOUS**

- 1.) **VARIANCES** – The D&I may only grant variances specifically allowed by the Declarations. All variances shall be granted or denied in writing by the signature of all D&I members. The D&I ruling on any variance is final, subject to the right to appeal the ruling to the Board of Directors.
  
- 2.) **NO LIABILITY** – Neither the Association, nor the D&I, nor the Board nor the officers, directors, managers, members, employees and agents of any of them shall be liable to any person (including Members, owners, and builders) subject to or possessing or claiming any benefits from the Declarations or the Covenants contained therein for any damage or injury arising out of their acts under the Declarations or by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. No approval of plans and specifications shall be construed as representing or implying that such plans and specifications will, if followed, result in properly designed improvements and/or improvements built in a good and workmanlike manner. Every person or entity who submits plans or specifications, and every Owner of each and every Lot, agrees that he will not bring any action or suit against Declarant, the Association, the D&I, the Board, or the officers, directors, managers, members, employees and agents of any of them, to recover any such damages and hereby releases, remises and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

Plans and specifications are not reviewed or approved for engineering or structural design or technical quality of materials, and by approving such plans and specifications neither the D&I, nor the members thereof, nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications.

- 3.) **FAILURE TO COMPLY** – The Association, its Property Manager, and/or the D&I may require any Owner to restore such Owner's improvements or alteration to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements or alterations were commenced or

constructed in violation of the Declarations. In addition, the Association and/or the D&I may, but has no obligation to do so, cause such restoration, demolition and removal and levy the amount of the cost thereof as a special individual assessment against the Lot upon which such improvements or alterations were commenced or constructed. A material violation of the Declarations shall be deemed to have occurred if no prior express written approval of the D&I has been obtained where it was originally required, even if hindsight reveals that the actual plans and specifications would have been approved by the D&I had they been properly and timely submitted; This shall include any deviation from D&I approved plans. Any fines incurred shall be promptly paid to the Association. Failure to timely pay fines shall result in the delinquent amount owed being removed from the security deposit on file, with all applicable late fees, and all active building permits issued to the builder being placed in suspension until the security deposit is refilled and all on going violations are brought back into compliance.

- 4.) **APPEAL PROCEDURES** – All rulings of the D&I shall be appealable to the Board of Directors on or before the 30<sup>th</sup> day after the date the notice of the D&I was mailed to the Member. Any appeal from a ruling of the D&I to the Board of Directors shall be heard not later than the 30<sup>th</sup> day after the date the Board receives the owner’s request for a hearing. The Board shall notify the owner of the date, time, and place of the hearing not later than the 10<sup>th</sup> day before the date of the hearing. During the hearing, the Board or the designated representative of the Association and the Member or the Member’s designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial of the Member’s application or request for the construction of improvements, and the changes, if any, requested by the D&I in the notice provided to the Member. The Board or the Member may request a postponement. If requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. The Association or the Member may make an audio recording of the meeting. The Board may affirm, modify, or reverse, in whole or in part, any decision of the D&I as consistent with the Association’s Declarations.



## **Rental Rules**

### **1. Prohibition of Rentals while Fees Owing**

No Member may lease their property so long as they are delinquent in the payment of any Association dues, fines or fees, or if there is an outstanding judgment or judgment lien in favor of the Association against the Member or any of the Member's Lots. Any Member who leases their Lot in violation of this section shall be subject to fines as established on Exhibit "D".

### **2. Rental Policy**

In order for a Property Owner to lease their Lot, they must notify the Association of their intent to do so, pay a five hundred dollar (\$500) refundable deposit to the Association, and provide the Association with the commencement date and term of the lease along with the following information for the Lessee and any other person who will reside at the Lot under the lease: full name, mailing address, phone number, and e-mail address.

Lessees shall pay dues on a per quarter basis to the Association to cover the cost of the Assessments charged to the Member. Additionally, upon submittal of a decal form, Lessees shall be provided with a special decal for accessing the Subdivision and must pay a quarterly cost of five dollars (\$5) per quarter for each decal. Failure to pay Association Assessments or decal costs will result in loss of sticker lane privileges and any other amenity privileges in the same manner a Member would lose said privileges. All Members/Lessors are jointly and severally liable for any Assessments, fines, fees, etc. incurred by their Lessee. Failure of the Lessee to pay Assessments, fines, fees, etc. will result in the Association debiting the dues from the Property Owner's refundable deposit. Upon such a debit, the Property Owner will be notified and must replenish the refundable deposit amount back up to five hundred dollars (\$500) within thirty (30) days from the date of notification. Failure by a Property Owner to replenish the refundable deposit within thirty (30) days will result in a fine being assessed against the Property Owner.

Property Owner must notify the Association when the Lease has been terminated and Lessee has moved out of the Lot. Upon confirmation of Lessee move out by the Association, the Property Owner shall be refunded the five hundred dollar (\$500) less any outstanding dues, fines, etc.

## Pool Policy

Pool Season: May 28 through September 6

Pool Hours: 8:00 a.m. to 8:00 p.m.

Ball park pool closed on MONDAYS for Maintenance

Clubhouse pool closed on TUESDAYS for Maintenance

Pool Passes must be obtained at the POA during normal business hours by completing and turning in the application attached as Exhibit "4" and incorporated herein. Any Member who violates this section shall be subject to the fines on Exhibit "E".

A **Pool Pass Bracelet** will be issued to:

- Property Owner/Renter
- Spouse/Partner of Property Owner/Renter
- Children/Parents/Dependents that reside with property owner/renter

**Pool Pass Bracelet must be worn at the pool at all times.**

- **Children under the age of 15 must be supervised** by an adult over the age of 18 at all times.
- Each household will be allowed to bring **3 guests** to the pool per pool visit. Other Property Owner's within the Subdivision shall not be considered guests.
- Guests **must be accompanied**, at all times, by a household resident above the age of 18

**Use of the POA pools is at your own risk. Pool areas are not monitored by lifeguards at any time.** The Association assumes no responsibility for personal injury to anyone resulting from use of the pool/pool facilities or for the loss, theft or damage to personal property or affects brought to the pool. **IN THE CASE OF AN EMERGENCY, CALL 911**

Pool Attendants will be on duty at the pool on a part time basis. Courtesy Patrol or Pool Attendants will check the pools on a regular basis.

1. Pool enclosure gate **must** be closed and latched at all times.
2. No eating, drinking, or smoking while in the pool
3. Food and drinks are limited to the Pool Pavilion Area only
4. Discard all trash in the trash can prior to departure
5. No animals are allowed in pool or pool enclosure
6. Persons with infectious diseases are not permitted in the pool
7. No running or rough housing
8. No glass containers
9. No large flotation devices allowed
10. No abusive language, profanity, loud radio or excessive noise
11. Appropriate Swim wear only
  - ❖ No Thong swimsuits
  - ❖ Swim Diapers are required for young children or when necessary
12. Swimmers must shower before entering pool
13. **Alcohol is not permitted on the premises at any time.**

14. Entry into pool enclosure is not permitted when pool is closed.

**ALL persons utilizing the Canyon Creek Pools must adhere to the Pool Policy.  
VIOLATIONS OF POOL POLICY OR FAILURE TO PAY POA  
ACCOUNTS WITH DELINQUENT ASSESSMENTS OR FINES WILL RESULT IN THE  
SUSPENSION OF POOL PRIVILEGES FOR THE MEMBER**

### **Miscellaneous**

1. General Violations of Declarations

To the extent allowed by the Declarations, the Board or the Property Manager shall have the right to fine any Member in violation of any of the restrictions listed in the Declarations in accordance with the miscellaneous fine provision on Exhibit "F".

## **B. Penalties for Violation**

The Association, by and through its Property Manager, shall have the right to suspend a Member's right to use the Common Areas and any facility located within the Common Areas for any period during which any Assessment of the Association against that Member's Lot remains unpaid and for infractions by a Member of the Declaration and/or the Association's Rules and Regulations for the duration of the infraction.

Additionally, the Association, by and through its Property Manager, shall have the right to assess the fines and fees, as listed on the fine & fee schedules attached as exhibits and incorporated herein, against a Member in violation of the above Rules and Regulations as well as any other rights which the Association may have pursuant to their Declaration and Texas State Law. Every Member shall pay to the Association promptly any fines or fees duly assessed, including attorney's fees as approved by State Law, incurred by the Association in collecting said fines or fees imposed hereunder, correcting violations hereof, or otherwise enforcing any provision of the Declarations or these Rules and Regulations against a Member and the Member's Lot.

For the purpose of the fine & fee schedules all ongoing, curable infractions of the rules or restrictions shall be deemed a subsequent infraction of the same type after the passing of forty-five (45) days from the date notice is first sent to the Member unless otherwise noted as a "per day thereafter" charge on the fine & fee schedules in which case the Member will be charged the listed amount per day thereafter. All non-curable infractions shall be deemed a subsequent infraction of the same type for each separate event in which a Member violates the associated rule or restriction. All fines and fees shall continue at the third (3<sup>rd</sup>) offense level for all subsequent infractions by a Member for a period of eighteen (18) months beginning on the date of a Member's third (3<sup>rd</sup>) infraction and restarting at each subsequent infraction during the eighteen (18) month period.

## C. Assessments, Collections, and Transfer Fees

### 1. Assessing dues

Dues shall be assessed on January 1 and July 1 of each year and are posted to the accounts of property owners using the ownership dues in effect for the year in question. Dues are assessed six months in advance in accordance with the assessment schedule attached as Exhibit “G” and incorporated herein.

### 2. Assessing fines

Fines for violations assessed by the Association will be debited to the owner’s account pursuant to the Association’s Schedule of Fines. Owner’s will receive notices of any fines assessed, with said fines being debited to the Owner’s account balance, but statements will not be mailed until the next billing cycle.

### 3. Late Fees

A late fee will be charged on past due accounts ninety (90) days after the assessment date. This fee shall be an interest charge of 10.25% per annum on the total account balance.

### 4. Collection Policy

Accounts are considered delinquent thirty (30) days after the date any due or fine is assessed. A late notice will be sent to Members ninety (90) days after the assessment date for delinquent accounts. The Association reserves the right to give notice of intent to collect and to proceed judicially against any Member who has a delinquency. The Association additionally reserves the right to pursue foreclosure action on a case-by-case basis at the Board’s discretion.

### 5. Payment Plans

Any Member who anticipates delinquency or who is delinquent is invited to enter into a payment plan with the Association by contacting the Property Manager. The Association is not obligated to enter into a payment plan with a Member if, the Member is greater than forty five (45) days delinquent, the Member has already entered into a payment plan in the last twelve (12) months, or the Member has defaulted on a previous payment plan within the last two (2) years from the date of default. If a payment plan is agreed to in writing and followed by the Member, the account shall not be considered delinquent. Upon the default of any payment plan, the Member’s account shall be considered delinquent and appropriate action will be taken.

### 6. Multi-lot Dues Discount

Lots must be held under common ownership, contiguous, and developed with a home connected to water, sewer, or septic to qualify for a multi-lot discount. For the purpose of this discount, Lots shall still be considered contiguous if the sole tract of land separating them is a road way. As long as the above guidelines are met, a Member shall qualify for a multi-lot discount as identified on Exhibit “G”. If a Lot receives eligibility due to the purchase of a new lot, the multi-lot discount shall be applied as of the date of the next assessments. Multi-lot dues discounts shall not be prorated to the date of eligibility for

any new Lots purchased, or for the Lots previously owned. Multi-lot discounts apply to only one Member, whether it is an individual, multi-party, or entity.

Additionally, Members who own camping lots are eligible for an alternative discount, as identified on Exhibit "G", so long as the camping lots are under common ownership, contiguous, and developed with a home connected to water, sewer, or septic.

7. Transfer Fees

The Canyon Creek Property Owners Association charges a transfer fee on every Lot when said Lot is sold. This fee is charged in accordance with Exhibit "G". on a per transaction basis as follows: \$150.00 for the first Lot, \$100.00 for the second lot, and \$50.00 for every Lot thereafter.

The transfer fee for a Lot where a Contract for Deed is utilized shall be in accordance with Exhibit "G". \$400.00 for the first Lot. Each additional Lot included in the same transaction shall follow the above transfer fee schedule beginning at \$150.00 for the second Lot. If and when a Lot is conveyed by Deed, as required by the Contract for Deed, the Association transfer fee in effect at the time of the transaction shall apply again.

Under a Contract for Deed, voting rights shall remain with the Deed holder of record unless the Deed holder assigns his rights contractually to the Contract holder. Regular Association dues statements will be mailed in the name of the Contract holder care of the Deed holder at the Deed holder's address. For the purposes of enforcement action and violations of any restrictive covenants, rules and regulations, etc., the Contract holder and Deed holder shall be responsible for assuring all Association dues, fines, and fees are paid and shall be jointly and severally liable.

## **D. Enforcement Procedures**

1. Notice. Before the Association may (i) suspend a Member's right to use a Common Area, (ii) file a suit against a Member other than a suit to collect any Assessment, (iii) foreclose the Association's lien, (iv) charge a Member for property damage, or (v) levy a fine for a violation of the Declarations, the Association or its agent must give written notice to the Member as required or permitted by law. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Member. The notice must also (i) inform the Member that if the violation is curable and does not pose a threat to public health or safety, which means it could not materially affect the health or safety of an ordinary resident, the Member is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Member was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (ii) indicate that the Member may request a hearing in accordance with Texas Property Code section 209.007 on or before the thirtieth day after the date the notice was sent to the Member; (iii) state that the Member may have special rights if the Member is serving on active military duty; (iv) state the date by which the Member must cure a curable violation that does not pose a threat to public health and safety; (v) state that if fined, the Member has the option to enter a payment plan with the Association in order to avoid having their account turned over to a collection agent; and (vi) state that attorney's fees and costs associated with collecting the debt incurred by the Association after the forty-fifth day from the notice or after the hearing date if requested by Member, whichever is later, may be charged to the owner if the delinquency or violation continues after a date certain.

2. Hearing. If the Member is entitled to an opportunity to cure the violation, the Member has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board.

The Association must hold a hearing under this section not later than the thirtieth day after the date the Board receives the Member's request for a hearing and must notify the Member of the date, time, and place of the hearing not later than the tenth day before the date of the hearing. The Board or the Member may request a postponement, and, if requested, a postponement will be granted for a period of not more than ten days. Additional postponements may be granted by agreement of the parties. The Member or the Association may make an audio recording of the meeting.

The notice and hearing provisions do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to these matters a party to the suit may file a motion to compel mediation. The notice and hearing provisions do not apply to a temporary suspension of a Member's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this section.

Not later than 10 days before the Association holds a hearing under this section, the association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the association intends to introduce at the hearing. If the association does not provide a packet within this period, a Member is entitled to an automatic 15-day postponement of the hearing.

The hearing will be held in executive session affording the alleged violator a reasonable opportunity to be heard. During the hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Member. A Member or the Member's designated representative is entitled to present the Member's information and issues relevant to the appeal or dispute. Before any sanction hereunder becomes effective, proof of proper notice will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered the notice. The notice requirement will be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may, but will not be obligated to, suspend any proposed sanction if the violation is cured within a thirty-day period. Such suspension will not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.



We, the undersigned, being all of the existing Directors of CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC., do hereby certify that we assent to the foregoing Rules and Regulations and adopt the same as the Rules and Regulations of said Association.

IN WITNESS WHEREOF, we have hereunto subscribed our names as of the \_\_\_ day of May 2022.

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Andy Wall, President/Director

STATE OF TEXAS           §

COUNTY OF HOOD       §

This instrument was acknowledged before me on this \_\_\_ day of May 2022, by Andy Wall as a Director of Canyon Creek Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

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NOTARY PUBLIC, STATE OF TEXAS

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Michelle Freeman, Vice President/Director

STATE OF TEXAS           §

COUNTY OF HOOD       §

This instrument was acknowledged before me on this \_\_\_ day of May 2022, by Michelle Freeman as a Director of Canyon Creek Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

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NOTARY PUBLIC, STATE OF TEXAS

\_\_\_\_\_  
Steffani Leuteneker, Board Member/Director

STATE OF TEXAS           §

COUNTY OF HOOD         §

This instrument was acknowledged before me on this \_\_\_ day of May 2022, by Steffani Leuteneker as a Director of Canyon Creek Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

\_\_\_\_\_  
Gary Neill, Parliamentarian/Director

STATE OF TEXAS           §

COUNTY OF HOOD         §

This instrument was acknowledged before me on this \_\_\_ day of May 2022, by Gary Neill as a Director of Canyon Creek Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

\_\_\_\_\_  
Lawrence Britten, Board Member/Director

STATE OF TEXAS           §

COUNTY OF HOOD         §

This instrument was acknowledged before me on this \_\_\_\_ day of May 2022, by Lawrence Britten as a Director of Canyon Creek Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

\_\_\_\_\_  
Kathy Napierkowski, Board Member/Director

STATE OF TEXAS           §

COUNTY OF HOOD         §

This instrument was acknowledged before me on this \_\_\_\_ day of May 2022, by Kathy Napierkowski as a Director of Canyon Creek Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

**EXHIBIT “A”**  
**Subdivision Entry and Roadway Rules**  
**Fine Schedule**

**1. Entry into Canyon Creek**

All fines in this section are **Non-Curable**.

Entry from a point other than the entry lanes at the Front Gate of Canyon Creek are:

- 1<sup>st</sup> Offense - \$100.00**
- 2<sup>nd</sup> Offense - \$300.00**
- 3<sup>rd</sup> & Subsequent Offenses - \$500.00**

Invalid use of Sticker Lane (No sticker/Expired Sticker):

- 1<sup>st</sup> Offense - \$100.00**
- 2<sup>nd</sup> Offense - \$300.00**
- 3<sup>rd</sup> & Subsequent Offenses - \$500.00**

Failure to surrender all Gate Pass/Stickers when required (GLP Status):

- 1<sup>st</sup> Offense - \$100.00**
- 2<sup>nd</sup> Offense - \$300.00**
- 3<sup>rd</sup> & Subsequent Offenses - \$500.00**

**2. Speeding, Parking, & Stop Signs**

All fines in this section are **Non-Curable**.

Driving faster than posted speed limit: **\$100.00**

Failure to Stop at Stop Sign: **\$100.00**

Parking within 25 ft of an Intersection:

- 1<sup>st</sup> Offense - \$500.00**
- 2<sup>nd</sup> Offense - \$750.00**
- 3<sup>rd</sup> & Subsequent Offenses - \$1000.00**

Parking in a Posted “No Parking” Zone:

- 1<sup>st</sup> Offense - \$500.00**
- 2<sup>nd</sup> Offense - \$750.00**
- 3<sup>rd</sup> & Subsequent Offenses - \$1,000.00**

Reckless driving including but not limited to, rapid acceleration, peeling out, etc.: **\$250.00**

**3. Driver’s License Required on All Registered Vehicles**

All fines in this section are **Non-Curable**.

Operating a motor vehicle on roadway that is either not street legal or not registered (Exceptions: Golf Cart/Mule/Gator): **\$250.00**

Operating a registered motor vehicle without a valid driver's license: **\$250.00**

4. **Vehicle Lighting**

All fines in this section are **Non-Curable**.

Operating a vehicle without proper lighting: **\$100.00**

5. **No Driving on Common Areas or Lots**

All fines in this section are **Non-Curable**.

Operating a motor vehicle on POA Lots or common areas (includes easements): **\$250.00 plus additional assessment for POA's actual cost to repair damage**

6. **Large Vehicle Parking**

Parked Truck in excess of 1 ton: **\$250.00**

Parked wrecked, inoperable vehicle:

**1<sup>st</sup> Offense - \$250.00**

**2<sup>nd</sup> Offense - \$750.00**

**3<sup>rd</sup> & Subsequent Offenses - \$1,000.00 plus \$25.00 per day in Violation**

Parked boats, buses, equipment, or semi-trailers in excess of 18 feet:

**1<sup>st</sup> Offense - \$250.00**

**2<sup>nd</sup> Offense - \$750.00**

**3<sup>rd</sup> & Subsequent Offenses - \$1,000.00 plus \$25.00 per day in Violation**

**EXHIBIT “B”**  
**General Member Rules**

**1. Failure to Maintain Lot and all Improvements**

Failure to maintain Lot:

- 1<sup>st</sup> Offense - \$250.00**
- 2<sup>nd</sup> Offense - \$500.00**
- 3<sup>rd</sup> & Subsequent Offenses - \$750.00**

**2. Alternate Storage**

Use of alternate storage:

- 1<sup>st</sup> Offense - \$250.00**
- 2<sup>nd</sup> Offense - \$500.00**
- 3<sup>rd</sup> & Subsequent Offenses - \$750.00**

**3. Illegal Dumping**

All fines in this section are **Non-Curable**.

Dumping refuse, waste, liquid waste, litter, or debris of any kind:

- 1<sup>st</sup> Offense - \$1,000.00**
- 2<sup>nd</sup> Offense - \$1,750.00**
- 3<sup>rd</sup> & Subsequent Offenses - \$2,500.00**

**4. Trash Service**

Failure to comply with this section:

- 1<sup>st</sup> Offense - \$15.00**
- 2<sup>nd</sup> & Subsequent Offenses - \$25.00**

**5. Excessive Noise**

All fines in this section are **Non-Curable**.

Failure to comply with this section:

- 1<sup>st</sup> Offense - Warning**
- 2<sup>nd</sup> Offense - \$100.00**
- 3<sup>rd</sup> & Subsequent Offense - \$200.00**

**6. Commercial Activity**

All fines in this section are **Non-Curable**.

Performing commercial activities within the subdivision: **\$100.00**

**7. Posting or Affixation of Signs**

Failure to comply with this section: **\$100.00**

**Animal/Pet Rules**

**8. Permitted Possession of Animals**

Excessive pets (Greater than 3 pets): **\$50.00**

Commercial use of animals (other than breeding): **\$50.00**

Raising, breeding, or keeping livestock, horses, or other hooved animal, swine (except pot-bellied pig), or poultry:

**1<sup>st</sup> Offense - \$250.00**

**2<sup>nd</sup> & Subsequent Offenses - \$500.00 then \$10.00 daily until cured**

**9. Unrestrained Animal**

All fines in this section are **Non-Curable**.

Failure to leash/control pets beyond the perimeter of members property:

**1<sup>st</sup> Offense - Warning**

**2<sup>nd</sup> Offense - \$250.00**

**3<sup>rd</sup> & Subsequent Offenses - \$500.00**

**10. Possession of Public Nuisance Pet**

Pet(s) causing a Public Nuisance: **\$250.00**

**11. Failure to Remove Discharge or Waste of Animal**

All fines in this section are **Non-Curable**.

Failure to clean/remove the discharge of any animal waste: **\$100.00**

**12. Perimeter Fencing**

All fines in this section are **Non-Curable**.

Removal or Modification to POA perimeter fence: **\$1,000.00 plus additional assessment for POA's actual cost to repair damage**

**13. Clotheslines**

Clothesline/ Laundry viewable from Street: **\$100.00**

#### **14. Personal Fires**

All fines in this section are **Non-Curable**.

Individual burning or ground fires **\$500.00**

#### **15. Discharge of Fireworks**

All fines in this section are **Non-Curable**.

Fireworks or other incendiary device discharged within the subdivision: **\$500.00**

#### **16. Discharge of Firearm**

All fines in this section are **Non-Curable**

Firearm discharged within subdivision: **\$500.00**

#### **17. Harvesting Firewood**

All fines in this section are **Non-Curable**

Wood harvested from Common Property or Easements: **\$1,000.00**

#### **18. Use of Common Property by a Member when Rights are Suspended**

All fines in this section are **Non-Curable**

Use of Common Properties following suspension of rights: **\$500.00**

#### **19. Damage to Association's Common Properties or Easements: Assessment for POA's actual cost to repair damage**



**EXHIBIT “C”**  
**Builder Rules and Regulations**  
**Fine Schedule**

**D&I Submittal**

1. Beginning the erection, placement, construction, modifications, or improvement of any Lot without receiving a valid building permit authorizing said work from the D&I permit process (this shall include sitework and removal of vegetation, dirt, etc. of any kind) - **Non-Curable \$2,500.00**
2. Continuing construction upon a site while a building permit is suspended or expired: **Non-Curable \$2,500.00 (Each day with active construction activity shall be considered a separate offense)**
3. Failure to submit a complete permit application (all required information) shall result in an additional processing fee of **\$150.00** per incomplete submittal.
4. Failure to adhere to building plans as approved: **Non-Curable \$1,000.00**
5. Failure to post or clearly post building permit at job site: **\$1,000.00**

**Lot Usage**

6. Use or storage of temporary structures on Lot: **\$100.00 per day in violation**
7. Camping without a permit - **Non-Curable \$250.00**
8. Occupying a Lot during construction: **\$250.00 per day in violation**
9. Failure to install/maintain skirt on Mobile Home: **\$25.00 per day in violation**
10. More than two outbuildings: **\$100.00 per day in violation**
11. Metal or steel building erected prior to fully constructed dwelling: **Non-Curable \$1,000.00**
12. Unapproved fencing (material, installation, or installed location): **Non-Curable \$1,500.00**

**Easements**

13. Failure to maintain easement area of Lot during construction: **\$100.00 per day in violation**

### **Culverts (exceptions by variance)**

**14.** Failure to install culvert and pronounce bar ditch or use of improper driveway culvert diameter or gauge: **\$2,500.00 Culvert must be reconstructed to meet requirements**

**15.** Failure to cover culvert with a minimum of 8” of dirt or rock: **\$2,500.00 Culvert must be reconstructed to meet requirements**

### **Water Well**

**16.** Water well on or in use on Lot: **\$100.00 per day in violation**

### **Exterior Surfaces**

**17.** Failure to use approved exterior materials: **\$100.00 per day in violation**

### **Tree Removal**

**18.** Removal of trees beyond the minimum number required for clearing foundation site: **Non-Curable \$1,000.00 per tree removed**

## **Construction Responsibilities**

### **Property Damage Liability**

**19.** Damage to any POA property: **\$2,500.00 plus Assessment for POA’s actual cost to repair damage**

### **Construction Site Appearance**

**20.** Failure to maintain a clean and safe job site free of all trash and debris outside of site dumpster by end of each day: **Non-Curable \$1,000.00**

**21.** Failure to remove all trash and debris on a weekly basis: **Non-Curable \$1,000.00**

### **Trespass**

**22.** Trespassing on Lot, easement, roadway (other than ingress and egress), culvert, or bar ditch (including but not limited to soil, settlement, or water trespass): **Non-Curable \$2,500.00 plus Assessment for POA’s actual cost to repair damage**

**23.** Heavy Machinery on roadway: **Non-Curable \$2,500.00**

**24.** Concrete washout involving trespass: **Non-Curable \$2,500.00**

**25. Failure to install or maintain silt fence: \$100.00 per day in violation**

**Electrical**

**26. Electrical wire run over road: Non-Curable \$1,000.00**

**Builder Sign**

**27. Excessive number of signs (greater than one): \$250.00**

**28. Sign left after occupancy: \$250.00**

**Right to Inspect**

**29. Prevention of authorized personnel from inspecting site: \$1,000.00**

**Construction Hours**

**30. Working on-site outside of official construction hours/days: \$2,500.00**

**EXHIBIT “D”**  
**Rental Rules**  
**Fine Schedule**

**Prohibition against Rentals**

1. Renting/Leasing property prior to submitting completed rental form, with deposit, and receiving Association approval: **Non-Curable \$1,500.00**
  
2. Failure to replenish security deposit: **\$25.00 per day in violation**

**EXHIBIT “E”**  
**Pool Policy**  
**Fine Schedule**

**Pool Violations**

1. Person without valid Pool Pass within Pool enclosure (suspended or lack of permit): **Non-Curable \$100.00 plus loss of pool privileges for remainder of season**
2. In Pool enclosure without Pool Bracelet (valid pass but Bracelet not on person): **Non-Curable**  
**1<sup>st</sup> Offense - Warning**  
**2<sup>nd</sup> Offense - \$50.00**  
**3<sup>rd</sup> & Subsequent Offenses - \$100.00**
3. Excessive number of guests at pool during visit (>3): **Non-Curable \$100.00 and removal of excess guests from pool**
4. Guest or child under 15 not accompanied/supervised by household resident over 18 years of age: **Non-Curable**  
**1<sup>st</sup> Offense - \$50.00 and removal**  
**2<sup>nd</sup> Offense - \$100.00 and removal**  
**3<sup>rd</sup> Offense - \$250.00 & loss of Pool Privilege for remainder of year**
5. Eating, drinking or smoking in the pool (Outside Pavilion Areas): **Non-curable**  
**1<sup>st</sup> Offense - Warning**  
**2<sup>nd</sup> Offense - \$50.00 and removal**  
**3<sup>rd</sup> Offense - \$100.00 plus 2 week loss of Pool Privileges**
6. Failure to discard Trash or debris prior to departing: **Non-Curable**  
**1<sup>st</sup> Offense - Warning**  
**2<sup>nd</sup> Offense - \$50.00 and removal**  
**3<sup>rd</sup> Offense - \$100.00 plus 2 week loss of Pool Privileges**
7. Animals within pool enclosure: **Non-Curable**  
**1<sup>st</sup> Offense - Warning**  
**2<sup>nd</sup> Offense - \$50.00 and removal**  
**3<sup>rd</sup> Offense - \$100.00 plus 2 week loss of Pool Privileges**
8. Glass Container in pool enclosure: **Non-Curable**  
**1<sup>st</sup> Offense - Warning**

**2<sup>nd</sup> Offense - \$50.00 and removal**  
**3<sup>rd</sup> Offense - \$100.00 plus 2 week loss of Pool Privileges**

9. Large Floatation Device in Pool: **Non-Curable**

**1<sup>st</sup> Offense - Warning**  
**2<sup>nd</sup> Offense - \$50.00 and removal**  
**3<sup>rd</sup> Offense - \$100.00 plus 2 week loss of Pool Privileges**

10. Abusive Language, profanity, loud radio or excessive noise: **Non-Curable**

**1<sup>st</sup> Offense - \$100.00**  
**2<sup>nd</sup> Offense - \$200.00 plus 2 week loss of Pool Privileges**  
**3<sup>rd</sup> Offense - \$100.00 plus loss of Pool Privileges for remainder of year**

11. Inappropriate swim wear: **Non-Curable**

**1<sup>st</sup> Offense - Warning**  
**2<sup>nd</sup> Offense - \$50.00 and removal**  
**3<sup>rd</sup> Offense - \$100.00 plus 2 week loss of Pool Privileges**

12. Alcohol on premises (Parking lot, pool enclosure): **Non-Curable**

**1<sup>st</sup> Offense - \$100.00**  
**2<sup>nd</sup> Offense - \$200.00 plus 2 week loss of Pool Privileges**  
**3<sup>rd</sup> Offense - \$100.00 plus of Pool Privileges for remainder of year**

**EXHIBIT “F”**  
**Miscellaneous**  
**Fine Schedule**

1. To the extent allowed by the Declarations, any Member in violation of any of the restrictions listed in the Declarations for which a fine was not created on any of the previous schedules shall be subject to a **\$1,000.00** fine.

**EXHIBIT “G”**  
**Assessment Schedule**

**Association Dues:**

Association dues are currently charged at a rate of one hundred and forty-nine dollars (\$149) per Lot per six (6) month period. Dues shall be assessed on January 1 and July 1 of each year and are assessed to the property owners six months in advance. Late fees are currently assessed at a rate of 10.25% per annum

**Multi-lot Discount:**

Lots under common ownership, which are contiguous, and developed with a home connected to water, sewer, or septic qualify for a multi-lot discount. For the purpose of this discount, Lots shall still be considered contiguous if the sole tract of land separating them is a road way. The multi-lot discount is as follows:

Number of Lots	6 Month Association Dues per Lot
2	\$131.00
3	\$118.00
<b>C</b> <b>a</b> <b>m</b> <b>p</b>	4 \$109.00
<b>i</b>	5 \$102.00

**Camping Lot Discount:**

Members who qualify for the camping lot discount shall not be required to pay dues on one camping lot per every camping lot they own on which dues are paid. (In other words, pay dues on one camping lot and get one free.)

**Transfer Fees:**

The Canyon Creek Property Owners Association charges a transfer fee on every Lot when said Lot is sold. This fee is charged on a per transaction basis as follows: \$150.00 for the first Lot, \$100.00 for the second lot, and \$50.00 for every Lot thereafter.

The transfer fee for a Lot where a Contract for Deed is utilized shall be in accordance \$400.00 for the first Lot. Each additional Lot included in the same transaction shall follow the above transfer fee schedule beginning at \$150.00 for the second Lot. If and when a Lot is conveyed by Deed, as required by the Contract for Deed, the Association transfer fee in effect at the time of the transaction shall apply again.



**EXHIBIT "1"**  
**Vehicle Decal Application**

All Property owners are entitled to receive two (2) free decals for their vehicles provided all dues, fines, and fees, if any, are paid in full and proof of insurance is provided. Each subsequent decal may be purchased at a rate of five dollars (\$5) per pass used on a vehicle registered to an address within Canyon Creek and twenty-five dollars (\$25) per pass used on a vehicle registered to an address outside of Canyon Creek. All renters are entitled to purchase a decal at a rate of five dollars (\$5) per quarter provided all dues, fines, and fees, if any, are paid in full and proof of insurance is provided. To receive a car tag, please complete the vehicle registration information below and provide same to the Association office.

Property Owner Name \_\_\_\_\_

Physical Address, Unit, and Lot# \_\_\_\_\_

ABDI RC# \_\_\_\_\_

Check One: Owner\_\_\_\_ Occupant\_\_\_\_ Relative\_\_\_\_ Renter\_\_\_\_ Contractor Pass\_\_\_\_

**VEHICLE DESCRIPTION:**

<b><u>DECAL#</u></b>	<b><u>VEHICLE MAKE/MODEL</u></b>	<b><u>YEAR</u></b>	<b><u>COLOR</u></b>	<b><u>LICENSE PLATE #</u></b>	<b><u>STATE</u></b>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____

Replacement \_\_\_\_\_

Issue Date \_\_\_\_\_

Expiration Date \_\_\_\_\_

**EXHIBIT “2”**  
**Builder’s Permit Fees**  
**and Applications**

**Permit Fee Schedule:**

	<u>NON-REFUNDABLE</u>	<u>DEPOSIT</u>
<u>NEW HOME CONSTRUCTION</u>	\$2,200.00	\$1,300.00
ROAD IMPACT FEE	\$750	
<u>NEW MANUFACTURED HOME</u>		
MOVE IN	\$1,750.00	\$2,500.00
MOVE OUT	\$250.00	\$250.00
<u>IN GROUND PERMIT</u> (for Pool only)	\$250.00	\$250.00
<u>CEMENT SLAB/DRIVEWAY</u>	\$50.00	\$250.00
EXTERIOR ADDITION	\$50.00	\$250.00
GARAGE	\$50.00	\$250.00
CARPORT	\$50.00	\$250.00
STORAGE BUILDING	\$50.00	\$250.00
DECK OR DECK COVER	\$50.00	\$250.00
STORM SHELTER/CELLAR	\$50.00	\$250.00
PORCH OR PATIO	\$50.00	\$250.00
GAZEBO	\$50.00	\$250.00
FENCE	\$50.00	\$250.00
GREEN HOUSE	\$50.00	\$250.00
BOAT HOUSE	\$50.00	\$250.00
<u>PERMIT EXTENSION</u>	\$50.00	
<u>PERMIT RE-APPLICATION</u>	\$150.00	

**FOR INGROUND POOL, SEPTIC, AND BOAT HOUSE, A COUNTY PERMIT IS  
REQUIRED!**

**EXHIBIT “3”**  
**CANYON CREEK PROPERTY OWNERS**  
**ASSOCIATION**

**APPLICATION FOR SITE-BUILT BUILDING PERMIT**

I hereby apply for a building permit for Lot No. \_\_\_\_\_ Unit \_\_\_\_\_  
Address \_\_\_\_\_.

I have read the Declarations and the Rules and Regulations pertaining to my lot and agree to abide by these building restrictions along with **Section 11.086\* of the Texas Water Code**. I will also abide by the By-Laws of Canyon Creek Property Owners Association as a member there of. Upon signing the site-built permit the Owner or Builder authorizes the D&I committee or its agents to confirm measurements and layout of the plan of said project. I further state that my assessments and all charges are current.

All applications must be submitted with the following documents, or they will be rejected for lack of completion:

Please indicate by check mark (✓) where appropriate.

1. Does this site have septic \_\_\_ or sewer \_\_\_? Approval from the Hood County Health Department for a new septic system is required. Attach design specification on new system or original design specifications on existing system \_\_\_.
2. A copy of professional survey of property showing the location and dimensions of the existing and proposed improvements.
3. Timeline for completion of project.
4. A copy of construction plans and specifications thereof.
5. Pictures of the Lot, natural drainage thereon, all easements thereon, and the roadway in front of the Lot at time of permit submittal.
6. TPDES General Permit TXR150000 approved by TCEQ.
7. The street address issued by emergency services.
8. Exterior locations for all buildings, fences, pools, storage buildings, and other permanent structures.
9. Provision for drainage.
10. Single Story \_\_\_ Two Story \_\_\_ Brick \_\_\_ Stone \_\_\_ Siding \_\_\_
11. Foundation: Slab \_\_\_ Pier and Beam \_\_\_.
12. Roof Material: Cedar Shingle \_\_\_ Asphalt Shingle \_\_\_ Metal \_\_\_ Other \_\_\_.
13. Total Sq. Ft. \_\_\_\_\_ Total Sq. Ft. Living \_\_\_\_\_.
14. Driveway: Must be hard surface (Asphalt or Cement) Surface type \_\_\_\_\_.  
Driveway must be completed before final review. Driveway may not be higher than 2” above street. A drainage culvert **will** be required. Size required is \_\_\_\_\_.  
**Must be checked and sized by the D&I committee. (Black corrugated culvert and PVC pipe are NOT permitted.)**
15. Garage \_\_\_ Double \_\_\_ Single \_\_\_ Carport \_\_\_ Double \_\_\_ Single \_\_\_

16. **Must have on site dumpster and chemical toilet.** Chemical toilet must be at site when construction begins and dumpster must be at site after form boards are set. **Site must be kept clean at all times.** The owner of the property and/or the contractor will be responsible for litter that is not cleaned up daily – this includes discarded construction material, food containers from workers, beverage containers, paper, etc. The property owner will be responsible for all debris and litter that has blown to surrounding properties due to weather conditions (wind, rain, etc). Failure to comply will result in fine for each occurrence. (see fine schedule)

All permit applications must be submitted to the D&I committee in writing which includes a detailed site plan **PRIOR** to any construction, clearing of site, etc. Permits will become valid **ONLY** by the approval of all members of the D&I committee as indicated by their signatures.

I also understand that all exterior work on the residence as detailed on my plans must be completed, septic system must be installed, and premises made orderly within **6 months** after construction begins. Permits are valid for a period of six months upon which time they expire. An owner may apply for an extension to the six-month period.

\*Please be advised, Section 11.086 of the Texas Water Code reads in pertinent part as follows:

(a) No person may divert or impound the natural flow of surface waters in this state, or permit a diversion or impounding by him to continue, in a manner that damages the property of another by the overflow of the water diverted or impounded.

(b) A person whose property is injured by an overflow of water caused by an unlawful diversion or impounding has remedies at law and in equity and may recover damages occasioned by the overflow.

**\*\*SPECIAL NOTES\*\***

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## **CANYON CREEK PROPERTY OWNERS ASSOCIATION** **APPLICATION FOR SITE-BUILT BUILDING PERMIT**

All applicable fees and deposits must be paid prior to commencement of construction. The Property Manager shall assess a fee for granting an extension to an original permit.

All construction must comply with the information provided on this document and all attachments. Any alterations may constitute a violation of the permit process and the Property Manager may either impose a fine for violation or may remove the non – permitted structure(s) and the expense of the removal will be charged to the property owner. Please refer to Covenants and Restrictions Section 6, paragraph a and Section 15 paragraphs d, e, and f and the Rules and Regulations.

Deposit refunds are available according to the information listed on the permit copy issued at the time of approval as conditions are subject to change. Generally, no refund will be issued until such a time as the project is complete and the final inspection is returned with no issues.

I have attached a \$2,200.00 permit fee check, a \$1,300.00 refundable deposit check, and a \$750.00 road impact fee check to cover: (1) Building permit; (2) Repair to roads, contiguous or

community property of the Association by the contractor or his trucks; (3) Inspection fees; and/or (4) for cleanup of my property after construction.

After exterior is completed and site has been cleaned up, I understand it is my responsibility to notify the Property Manager that the construction is complete. If my property complies and no damages have occurred, I will be refunded my deposit of \$1,300.00

If this permit is **not approved**, a charge of \$150 will be retained for the processing of the incomplete permit with the remainder of funds submitted being refunded.

If a permit is **approved** but is re-submitted due to a change or modification of plans there will be a fee of \$150 assessed.

Deposit \$ \_\_\_\_\_ Permit \_\_\_\_\_ Road Impact Fee \_\_\_\_\_ Check # \_\_\_\_\_ Date \_\_\_\_\_ Office Initials \_\_\_\_\_

\_\_\_\_\_  
Property Owner Printed Name Phone Number

\_\_\_\_\_  
Site Built Address Unit/Lot

\_\_\_\_\_  
Property Owner Signature Date

**For D&I Use Only**

\*\*\*\*\*

Complete Application Received-**Date**

Application Approved-**Date**

Approved Disapproved With Conditions

Application Approved with the following conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Application Disapproved at this time with the following comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

See attachment regarding any additional comments.

\_\_\_\_\_

D&I Signature \_\_\_\_\_ Date \_\_\_\_\_ D&I Signature \_\_\_\_\_ Date \_\_\_\_\_

D&I Signature \_\_\_\_\_ Date \_\_\_\_\_ D&I Signature \_\_\_\_\_ Date \_\_\_\_\_  
\*\*\*\*\*

\_\_\_\_\_  
D&I Signature of Complete Work \_\_\_\_\_ Date \_\_\_\_\_

Refund: Check/Cash Check # \_\_\_\_\_ Amount Refunded \_\_\_\_\_ Date \_\_\_\_\_

Office Initials: \_\_\_\_\_

# CANYON CREEK PROPERTY OWNERS ASSOCIATION

## APPLICATION FOR ANCILLARY PERMIT

I hereby request a permit be issued for ancillary construction on Unit \_\_\_\_\_ Lot \_\_\_\_\_ Address \_\_\_\_\_ on which assessments and charges are current. I have read the Covenant and Restrictions, By-Laws, and Rules and Regulations of Canyon Creek Property Owners Association that apply to my property and agree to abide by them.

1. Approval Requested (Please check one)

<input type="checkbox"/> Deck or Patio	<input type="checkbox"/> Pool	<input type="checkbox"/> Room/Garage Addition
<input type="checkbox"/> Deck/Patio Cover	<input type="checkbox"/> Storage/Accessory Building	<input type="checkbox"/> Mobile Homes/Manufactured Homes
<input type="checkbox"/> Other		

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2. Please Describe Project:

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3. Please submit the following plans and specifications in order to depict the work to be undertaken (submit all, as applicable):

- (a) A copy of an adequate drawing of the improvements upon the Lot (in the opinion of the D&I) showing the location and dimensions of the existing and proposed improvements;
- (b) Timeline for completion of project;
- (c) Construction Plans and specifications, including finished floor and ground elevations, if applicable;
- (d) Pictures of the Lot, natural drainage thereon, all easements thereon, and the roadway in front of the Lot at time of permit submittal;
- (e) TPDES General Permit TXR150000 approved by TCEQ;







# CANYON CREEK PROPERTY OWNERS ASSOCIATION

## APPLICATION FOR FENCE PERMIT

I hereby request a permit be issued for construction of a **FENCE** on Unit \_\_\_\_\_ Lot \_\_\_\_\_ Address \_\_\_\_\_ on which assessments and charges are current. I have read the Covenant and Restrictions and By-Laws of Canyon Creek Property Owners Association that apply to my property and agree to abide by them.

Please furnish materials, size and location of your proposed construction.

Material: \_\_\_\_\_ Size: \_\_\_\_\_

Please submit the following plans and specifications in order to depict the work to be undertaken (submit all, as applicable):

- (a) A copy of an adequate drawing of the improvements upon the Lot (in the opinion of the D&I) showing the location and dimensions of the existing improvements and proposed fence;
- (b) Provision for drainage; and
- (c) Any other plans, specifications or information requested and deemed pertinent by the D&I.

Submitted with this request is the required permit fee of \$\_\_\_\_\_ and deposit of \$\_\_\_\_\_. I understand that if this permit is not approved, the permit fee and deposit will be refunded to me. All permits must be submitted to the D&I Committee and must include a detailed site plan PRIOR to any construction.

Permits will become valid only by the review and approval of the D&I Committee and indicated by their signatures. Permits are valid for a period of six months upon which time they expire. An owner may apply for an extension to the six-month period. Only the D&I Committee may grant an extension not to exceed six additional months. I also understand that all work on the residence as detailed on my plans must be complete and premises made orderly within 6 months after construction begins. I also understand if construction has not begun within six months after permit is issued, permit will be null and void without written authorization from the D&I Committee.

It is the responsibility of the Owner to acquire any permissions necessary related to the access and installation of a fence being placed in the side and back easements of a Lot.

Deposit \$ \_\_\_\_\_ Permit \$ \_\_\_\_\_ Check # \_\_\_\_\_ Date: \_\_\_\_\_ Office  
Initials: \_\_\_\_\_

Property Owner Printed Name  
Email Address

Phone Number

Property Owner Signature

Date:

**For D&I Use Only**

\*\*\*\*\*

Complete Application Received-Date  
Application Approved-Date  
Approved Disapproved With Conditions  
Application Approved with the following conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Application Disapproved at this time with the following comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

See attachment regarding any additional comments.

\_\_\_\_\_  
D&I Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
D&I Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
D&I Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
D&I Signature

\_\_\_\_\_  
Date

\*\*\*\*\*

\_\_\_\_\_  
D&I Signature of Complete Work

\_\_\_\_\_  
Date

Refund: Check/Cash Check # \_\_\_\_\_ Amount Refunded \_\_\_\_\_ Date \_\_\_\_\_

Office Initials: \_\_\_\_\_

**EXHIBIT “4”**  
**Pool Pass Application**  
(Please complete and return to the POA office)

Member Name: \_\_\_\_\_

Address: \_\_\_\_\_ Unit \_\_\_\_\_ Lot \_\_\_\_\_

Family members swimming on pass: (over 15)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

Applicant Signature: \_\_\_\_\_