REVISED AND RESTATED COVENANTS AND RESTRICTIONS

REVISED AND RESTATED COVENANTS AND RESTRICTIONS
ON AND FOR THE CANYON CREEK SUBDIVISION

This REVISED AND RESTATED COVENANTS AND RESTRICTIONS ON AND FOR THE CANYON CREEK SUBDIVISION (hereinafter called "the Declarations") is made on this day by the Canyon Creek Property Owners Association, Inc., a Texas non-profit corporation (hereinafter called "the Association") and affirmed and approved in its entirety by a majority of the Affected Lot Owners who constitute a sufficient number of Affected Lot Owners to satisfy the statutory and AMENDED COVENANTS AND RESTRCTIONS ON AND FOR CANYON CREEK SUBDIVISION requirements necessary to amend said Declarations for Canyon Creek as filed in Volume 2520, Page 0057, Real Property Records of Hood County, Texas.

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 1-439, 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 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);

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);

WHEREAS, the Board of Directors of the Canyon Creek Property Owners Association, Inc. is of the opinion that the Declarations should be updated to simplify future amendments to the Declarations.

WHEREAS, this REVISED AND RESTATED COVENANTS AND RESTRICTIONS ON AND FOR THE CANYON CREEK SUBDIVISION has been approved by a vote of at least a majority of the total vote allocated to the property owners entitled to vote, and by a majority of the Board of Directors, as provided in the AMENDED COVENANTS AND RESTRCTIONS ON AND FOR CANYON CREEK SUBDIVISION filed in Volume 2520, Page 0057, Real Property Records of Hood County, Texas, and as evidenced by the signature and certification of the president of the Association set forth below.

NOW, THEREFORE, the Canyon Creek Property Owners Association, Inc., does hereby adopt and establish the following Revised and Restated Covenants 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 (unit4); 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.
e. All units in the sub-division of Canyon Creek, that at one time was designated as mixed use and allowed mobile homes, including unit two, may replace an existing mobile home with a new untitled mobile home of equal size or larger. A permit is required and all other restrictions will still be enforced.

(2) The following lots shall be designated as "RESIDENTIAL LOTS".
All lots listed in Unit 1, Canyon Creek Subdivision.
All lots listed in Unit 2, Canyon Creek Subdivision.
All lots listed in Unit 4, Canyon Creek II Subdivision.
All lots listed in Unit 6, Canyon Creek III Subdivision.
All lots listed in Unit 7, Canyon Creek III Subdivision.
All lots listed in Unit 9, Canyon Creek V Subdivision.
All lots listed in Unit IV, Cany Creek Subdivision

(Owners of lots in Units that were formerly mobile accepting were provided an opportunity to grandfather the use of their property for mobile use if properly filed and approved)

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 living (heated and cooled) space, exclusive of all porches, garages, or breezeways attached to the main dwelling. A minimum of one thousand (1,000) square feet is required on the ground floor, and all new structures must include a driveway of either concrete or asphalt. 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. Any site-built home construction within Canyon Creek subdivision must be of a house design that is NOT the same design or mirror image of a design within five (5) lots on the same street or within a five (5) lot area – either across the street and/or on lots backing up to each other.
d. No temporary structures, mobile homes, modular homes, or prefabricated dwellings shall be permitted on any lot listed above.

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

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

(3) All lots listed in Unit(s) 3 & 8. Canyon Creek Subdivision shall be designated as **"COMBINATION LOTS"** to which the provisions of this paragraph shall hereafter apply.
In addition to 3 & 8 these additional areas have been added as follows:

(1) Bellaire Circle – Unit 7 Lots 24-105
(2) Stone Gate Circle – Unit 5 Lots 78-105
(3) Firewood Trail – Unit 5 Lots 102-149
(4) Mercedes Circle – Unit IV Lots 1-51
(5) Mesa Loop – Unit 7 – Lots 135-187

a. Each dwelling constructed on any "combination lot" shall contain a minimum of one thousand three hundred (1300) square feet of living (heated and cooled) space, exclusive of all porches, garages, or breezeways attached to the main building. A minimum of one thousand (1000) square feet is required on the ground floor, and all new structures must include a driveway of either concrete or asphalt.

b. Mobile, modular, and manufactured homes must be new when installed and meet all site built residential requirements and may be brought upon or placed on the proposed road
1. If it has been approved by the Property Owners Association, and
2. If it 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. Camping is allowed on the combination lots listed above when doing so in approved factory made recreational vehicles

d. 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 visual location on the permitted vehicle. No recreational vehicle may be used on a permanent basis at any time.

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

f. 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.

g. 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.

(4) 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 and one (1) greenhouse shall be allowed in connection with a single dwelling or lot. A greenhouse can only be used for the storage and growing of plants; it must be made of see through material constructed consistent with the following guidelines:

1. Must be wood or metal frame. Growing benches are allowed.
2. Exterior/interior panels are either polycarbonate or glass, unless otherwise approved by the Board. Panels must be see-through and may not have a light tint. No green or colored panels are allowed.
3. Can be on a concrete slab or built-up rock base.
4. May have electricity and water for maintenance of plants. Metal or steel outbuildings shall be restricted to no more than two hundred fifty (250) square feet and may not be used either temporarily or permanently as a residence at any time. No garage, storage building or other outbuilding may exceed a single story (maximum 25 ft. 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.

f. **EXCEPTION:** The front building line is ten (10) feet for lots 41-74A 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 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
Canyon Creek IV (all lots)

g. No fences will be permitted within five (5) feet of the property owner's front property line. Wooden or plastic picket fencing, chain link fencing, or wrought iron fencing may be used. The fencing cannot exceed four (4) feet in height. There will be NO solid board privacy fences in the home's front yard. (which means from the front/side corners of the home towards the street, to include contiguous, adjacent lots.) Fences may be placed on the side and read property lines with prior written approval of the Board of Directors. Fencing may not exceed six (6) feet in height. Any lot connecting to waterfront shall (1) Not have a solid fence within thirty (30) feet of the lake, (2) must be of wrought iron or similar masonry (and/or both) or may be chain link and (3) must be open and decorative. Lots boarding Indian Harbor and Lakeside Hills may have privacy fence up to eight (8) feet in height along the rear property line when approved by the Board of Directors.

h. 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

i. No dwellings, garages, storage buildings or improvements containing asbestos exterior siding, tar paper exterior siding, tar paper exterior roofing, and galvanized corrugated metal siding or galvanized corrugated metal roofing shall be permitted on any lot within the Subdivision. No meta 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 proper approval of the Board of Directors.

j. Any building, structure or improvement commenced upon any lot shall be completed, both interior and exterior, with 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.

k. All construction sites must have a waste receptacle and Porta-John facility present upon commencement of construction.

(5) 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 to within the Subdivision. No exposed plumbing will be permitted.

d. The dumping of holding tanks on development property is prohibited.

e. No individual burning of any type is permitted. No ground fires shall be built or maintained on any lot.

f. If clotheslines are used, they must be confined to eh 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 convention 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 sued to park or store either temporarily or permanently: trucks, in excess of one (1) ton; damaged, wrecked or inoperable vehicles (operable defined as currently licensed, registered, inspected, and in a condition to run); boats; buses; equipment or semi-trailers in excess of eighteen (18) feet; 18 wheeler type tractors/cabs; airplanes; or to store lumber or other materials. Owners, renters or occupants of a property must use their own property to park vehicles, not the streets, nor easements as parking areas. No vehicle or items(s) may be parked in the front of a dwelling on any unpaved area of the lot and no closer then the front line of the property. Boats; trailers; RVs; travel trailers and any other type of recreational or utility aforementioned item may be store in the backyard of waterfront property. This covenant does not preclude a lot owner from performing minor repairs upon such vehicles owned by him and located in his driveway.

j. Members with a primary residence in Canyon Creek or with rental property in Canyon Creek are required to subscribe to the authorized trash disposal Company providing that service to our subdivision.

k. Discharging of firearms or fireworks within the Subdivision is prohibited.

l. No animals, livestock, horses or other hoofed 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 raise, 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 owner's property boundaries. Effective January 1, 2010, no pit bulls, pit bull mixes or exotic animals may be brought into the Canyon Creek Subdivision.

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 of 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 driver's license are prohibited from operating motorized vehicles on roads within the subdivision. Vehicles that may not lawfully be drive on the public streets of this state are prohibited from being operated on the roads of the subdivision; except golf carts, which are allowed to be driven on roads. 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 be he peace and serenity of the neighborhood.

q. Any property owner delinquent in the payment of their association dues may not be permitted to rent out their property.

(6) CULVERTS:

a. Culverts fore 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 dirk 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.

(7) 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 o any other reason) is prohibited. This paragraph shall not be construed so as to prohibit the Association, through its Board of Directors, from installing one or more emergency gates in the perimeter of the fence.

(8) 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 are 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.

(9) 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 refuge 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 in 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 restriction, 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 to the Property Owners Association shall be 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.

(10) MAINTENANCE OF STRUCTURES

a. Structures as used in this section include but are 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 cement, gravel or road base.

d. Yard area must have grass or natural ground cover. No dirty 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 intact at all times.

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

g. Windows and window treatments must not distract 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.

(11) 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.

(12) 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 brining 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.

(13) AMENDMENT OF RESTRICTIONS AND COVENANTS:

These Declarations and Covenants may be amended from time to time to correct, add, delete, modify, revise, or otherwise change (the "Amendments") in part or in whole this Declaration. Any such Amendments may only be made by the express written consent of the Board in conjunction with the affirmative vote of at least fifty-one percent (51%) of the total votes allocated to the Lot Owners which are actually cast. Lot Owners shall be entitled to one (1) vote for each Lot in which they hold an interest. A vote shall be considered cast if the Lot Owner votes in person at a meeting called for this purpose, votes at said meeting by proxy, or votes by submitting an absentee ballot in advance. All Lot Owners who fail to vote in person, by proxy, or submit their vote in advance by absentee ballot shall not have their vote considered in any way, and specifically shall not have their vote considered for the purpose of computing the total votes allocated to the Lot Owners which are actually cast. (For illustrative purposes only, if the subdivision consisted of twenty-five (25) Lots and only ten (10) Lot Owners who owned one (1) Lot each cast votes, the Amendment would pass if six (6) Property Owners voted in favor of such result, provided the minimum quorum was met.) Each Lot shall only entitle the owners of the Lot to a single vote to be cumulatively shared by them and which may be cast by any of the owners. Should multiple owners of the same Lot attempt to cast the single vote provided by their Lot it shall count as a single vote cast towards their desired outcome, provided they are unanimous in their decision, or if their vote is cast for multiple outcomes, it shall be disregarded.

The amendment shall be effective when it is certified by the President of the Association as to the requisite number of votes and recorded in the Real Property Records of Hood County. Any amendment so certified and recorded shall be conclusively presumed to have been duly adopted.

(14) 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.

(15) MEMBERSHIP, MAINTENANCE FEES, RESPONSBILITIES, 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 and renter covenants and promises to pay to the Property Owners Association when due, any and all dues, maintenance fees, road fees, and other fees and charges authorized in these Covenants and Restrictions.

b1) Reduction in Maintenance Fees for Camping Lots

The current Maintenance Fee for all lots, regardless of size in Canyon Creek, is $149 per lot. $25 from every Maintenance fee paid shall be allocated to the Canyon Creek Road Fund on a lot-by-lot basis. (For illustrative purposes only, if a lot owner owned two lots and paid $298 to the Association, $50 of the $298 paid would be set aside in the Canyon Creek Road Fund.) Dues shall be assessed on January 1 and July 1 of each year and are assessed to the Property owners six months in advance. Failure to pay any fees owed will result in a late fee being assessed as set out by the Board of Directors in the Association's Rules and Regulations.

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 roadway. This multi-lot discount shall be set by the Board of Directors in the Association's Rules and Regulations. $25 per lot shall still be allocated to the Canyon Creek Road Fund on a lot-by-lot basis.

Unit 3, 8 and some lots in unit 9, as listed in the Covenants and Restrictions, consist of small camping lots that are approximately 50 X 75 feet in diameter. In order to place a mobile home or site-built home on the lots in these particular units a person would need to purchase multiple lots due to the size of the lots. The Canyon Creek Membership has approved that once a mobile home or site-built home has been place on the purchased lots in the aforementioned units that the cost of the Maintenance Fees for those lots would decrease to $149.00 per (2) two lots of which $25 shall be allocated to the Canyon Creek Road Fund. If a mobile home or site built home is not place on the lots in the aforementioned units then the Maintenance Fees stay at the normal price of $149.00 per lot of which $25 shall be allocated to the Canyon Creek Road Fund on a lot-by-lot basis.

The Canyon Creek Road Fund Allocation of $25 per lot shall last for a period of 2 years from the date of adoption of these covenants and restrictions. After this time period, the allocation to the road fund shall be as decided by the Board of the Association each calendar year when they set the annual budget.

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 tot eh 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 chargers, interest (at 18%,

but no tot 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.

h. Owners may not rent their property if they are not current in their Association dues or when the Association has an outstanding or pending judgement and/or lien.

(16) CONVENANT 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 person 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 person violating or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for the violation, or both, or to obtain such other relief for such violations as then may be legally available.

(17) VALIDITY OF CONVENANTS, RESTRICTIONS, AND LIENS:

a. Violation of or failure to comply with the covenants and restrictions shall not affect the validity of an mortgage, bona fide lion 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.

CERTIFICATION

I, the undersigned certify:

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

That the foregoing Revised and Restated Covenants and Restrictions for Canyon Creek was duly adopted by the express written consent of the Board of Directors for the Canyon Creek Property Owners Association, Inc. and by the Members holding at least a majority of the total votes allocated to the property Owners entitled to vote on the Amendment of the Declaration on the _____ day of _____, 2024.

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

_____
President

_____
Printed Name

Attest:

_____
Secretary

_____
Printed Name

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on this ____ day of _____,2024, by _____ as the President of Canyon Creek Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

_____
NOTARY PUBLIC, STATE OF TEXAS