

# **AMENDED COVENANTS AND RESTRICTIONS**

ALL SECTIONS THAT HAVE BEEN AMENDED ARE MARKED WITH A STAR IN THE LEFT HAND COLUMN.

**AMENDED COVENANTS AND RESTRICTIONS  
ON AND FOR THE CANYON CREEK SUBDIVISION**

(May, 2000 - Including Amendments adopted September 27, 2003, September 25, 2004, September 24, 2005,  
September 23, 2006, September 22, 2007, September 27, 2008 and September 26, 2009.

(Dates reflect each Annual meeting of member dates when adopted)

Duly adopted by a vote of the membership of the Canyon Creek Property Owners Association, Inc., and in  
accordance with amended provisions contained within paragraph 15 whereof;

2009  
VOL. 1697  
PAGE 0057

**THE STATE OF TEXAS** ) **16557**  
 )  
**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 V SUBDIVISION  
All lots in Unit 9;

according to the map and plat thereof recorded in the Map and Plat Records of Hood County, Texas (such  
plat, and any revisions, supplements or additions thereto are incorporated herein by reference for all  
purposes);

AND

WHEREAS, the R. Michael Ward Irrevocable Children's Trust (hereinafter referred to as  
"Developer") was the owner and developer of the property described as:

Lots 1 through 51, CANYON CREEK IV SUBDIVISION, according to the map and plat thereof  
recorded in the Map and Plat Records of Hood County, Texas (such plat, and any revisions, supplements or  
additions thereto are incorporated herein by reference for all purposes);

AND

WHEREAS, Developer in order to create and carry out a uniform plan for the improvement,  
development, and use of Canyon Creek Subdivision(s) described above (including, but not limited to,  
preserving the natural beauty of the property; minimizing the erection of poorly designed, unproportioned or  
unsuitable structures; encouraging harmonious architectural schemes and colors; and advancing the highest  
and best development use of the property for the benefit of the present and future owners of lots in said  
subdivisions) caused to be filed certain covenants and restrictions on and for Canyon Creek Subdivision(s);

AND

WHEREAS, the Board of Directors of the Canyon Creek Property Owners Association, Inc.,  
previously adopted amendments to the covenants which were filed of record at Volume 1697, page 500, Real  
Records of Hood County, Texas pursuant to the amendment provisions of the previously recorded covenants;  
and whereas such recorded document contained an error whereby two lines were omitted from paragraph (5)  
related to "CAMPER LOTS" at the transition from page 4 to page 5 of the amended restrictions as recorded;  
and such error is corrected herein to accurately reflect the restrictions and covenants as actually adopted by


the Board of Directors prior to the recording of the May, 2000 amendments; and

WHEREAS, Amendments to AMENDED COVENANTS AND RESTRICTIONS dated May, 2000 and recorded at Volume 1697, page 500 of the Real Records of Hood County, Texas were duly adopted by a vote of the membership of the Canyon Creek Property Owners Association, Inc. In accordance with amendment provisions contained in paragraph 15 thereof,

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

 (1) **ALL LOTS IN THE SUBDIVISION** shall be used, known, and described as single-family residential lots except for those lots used to provide recreational and maintenance facilities or utility services to owners of lots in the Subdivision and such lots that have been designated as Drill Sites.

- a. No lot may be further subdivided.
- b. No duplexes, apartments, other multi-family dwellings or structures, multiple dwellings on single lots or uses inconsistent with the single family residential restriction shall be permitted on any lot.
- c. No commercial activity or use shall be conducted on or from any lot within the Subdivision, however, sale or resale of lots in the Subdivision shall not be considered to be commercial activity.
- d. All dwellings, structures and other improvements shall be maintained in a condition of good repair and neat appearance.

(2) The following lots shall be designated as "RESIDENTIAL LOTS".

- All lots listed in Unit 1, Canyon Creek Subdivision.
- All lots listed in Unit 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, Canyon 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. No temporary structures, mobile homes, modular homes, or prefabricated dwellings shall be permitted on any lot listed above.
- d. No camping of any sort shall be permitted on any lot listed in this section at any time.
- e. No occupancy of any type shall be permitted while under construction.

(3) All lots listed in Unit(s) 3 & 8, Canyon Creek Subdivision shall be designated as "COMBINATION LOTS" to which the provisions of this paragraph shall hereafter apply.

- a. Each dwelling constructed on any "combination lot" shall contain a minimum of one thousand three hundred (1300) square feet of 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 or 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 any lot listed above only:
1. if it has been approved by the Property Owners Association, and
  2. if it is visually inspected and verified at the courtesy gate upon delivery, and
  3. all mobile homes and/or dwelling shall be pinned and connected to all necessary utilities, including but not limited to community water system, electrical service, septic system or to the central sewer system if available, prior to occupancy; and all mobile homes must be skirted within thirty (30) days of delivery of the home.
- c. 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 visible 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.

**(6) RESTRICTIONS ON CONSTRUCTION:**

- a. No house, garage, building, structure, storage building, mobile home, portable building, fence(s) or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and specifications (including exterior materials and color scheme), a plot plan showing the location thereof, and a permit application have been submitted to and approved by the Board of Directors. Any structure not permitted may be removed by the Association and the expense of removal charged to the property owner.
- b. No building or structure on any lot shall exceed two (2) stories in height. No more than two (2) outbuildings 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.

**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 for a lesser set back on the following lots provided that at least a ten foot front set back shall be required:

Unit 2 - all lots  
 Unit 3 - all lots  
 Unit 5 - all lots  
 Unit 7 - lots 1-309, 449-530, 542-629, 632-641  
 Unit 8 - all lots  
 Unit 9 - all lots  
 Canyon Creek IV (all lots)

- f. No fences will be permitted within twenty (20) feet of the front property line. Fences may be placed on the side and rear property lines with prior written approval of the Board of Directors. Fencing may not exceed 6 ft. in height. Any lot connecting to waterfront shall (1.) NOT have a solid fence within thirty (30) ft. 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 bordering Indian Harbor and Lakeside Hills may have privacy fence up to 8 ft. in height along the rear property line when approved by the Board of Directors.
- g. All construction must be of new materials, except stone, brick, inside structural material, or other materials used for antique decorative effect, if such use is approved in writing by the Board of Directors.
- h. No dwellings, garages, storage buildings or improvements containing asbestos exterior siding, tar paper exterior siding, tar paper exterior roofing, and galvanized corrugated metal siding or galvanized corrugated metal roofing shall be permitted on any lot within the Subdivision. No metal or steel buildings shall be erected on any lot without an existing dwelling. This paragraph does not prohibit aluminum baked enamel roofing, provided that its use has received the prior approval of the Board of Directors.
- i. Any building, structure or improvement commenced upon any lot shall be completed, both interior and exterior, within six (6) months from the commencement date. No occupancy will be permitted without a certificate of occupancy issued by the Board of Directors, which shall issue within ten (10) days of written request if the construction complies with all restrictions and applicable government regulations.
- j. All construction sites must have a waste receptacle and Porta-John facility present upon commencement of construction.

**(7) GENERAL REQUIREMENTS AND PROHIBITIONS**

- a. No sign or signs shall be displayed to the public view on any lot except those signs approved by the Board of Directors.
- b. No bus or mobile home shall be used for storage purposes on any lot within the subdivision.
- c. No outside toilet, cesspool or privy shall be erected or maintained on any lot within the Subdivision. 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 the rear of the lot and must be out of view from the streets within the Subdivision.

- g. The drilling of any water well within the Subdivision is prohibited, save and except those drilled by the authorized water service provider for the Subdivision's central water supply and distribution system.
- h. The digging, construction, installation, or repair of any septic system within the Subdivision is prohibited by Hood County, Texas regulations, <sup>2520</sup> ~~the~~ affected property is within three hundred (300) feet of any central sewer connection. The <sup>0061</sup> ~~op~~ exception shall be in the case that the central sewer system ~~provider~~ refuses connection and provides written notice thereof. (This restriction is intended only to require conformity with applicable regulations and shall be superseded by any change in health department regulations related to this subject.)
- i. Neither the streets nor the lots within the Subdivision, shall be used to park or store 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 item(s) may be parked in the front of a dwelling on any unpaved area of the lot and no closer than the front line of the property. Boats; trailers; RVs; travel trailers and any other type of recreational or utility vehicle must be stored in the side or back yard of each property. Exception: No aforementioned item may be stored 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 Cree 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 hooved animals, swine, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets not to exceed three (3) in number, may be kept (provided the same are not raised, bred, or kept for any commercial purposes and are kept under control at all times). A leash or similar restraint must be used at all times when the pet will be out of the pet 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 or offensive activity shall be conducted or engaged in which is or may become a nuisance to other lot owners within the Subdivision.
- o. Offensive language or behavior and loud music, inconsistent with the residential nature of the area is not permitted within the subdivision. Property owners who violate this restriction may be assessed a fee for non-compliance by the Board of Directors.
- p. Persons without a valid driver's license are prohibited from operating motorized vehicles on roads within the subdivision. Vehicles that may not lawfully be driven on the public streets of this state are prohibited from being operated on the roads of the subdivision; except golf carts, which are allowed to be driven on the 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 the 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.

#### **(8) CULVERTS:**

- a. Culverts for driveways on lots shall be mandatory and shall be a minimum of twelve (12) feet in length..

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

**(9) THE PERIMETER FENCE OF THE DEVELOPMENT** shall remain the property of the Property Owners Association. The removal of any portion of this fence (for driveways or any other reason) is prohibited. 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.

**(10) EASEMENTS:**

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

**(11) MAINTENANCE OF LOTS:**

- a. Each lot shall be kept and maintained in a neat and orderly condition. No lot shall be used solely for the storage of trailers, boats, campers, vehicles or storage sheds.
- b. No trash or refuse shall be allowed to accumulate and remain upon any lot within the Subdivision. Residents must subscribe to trash service or remove refuse at least weekly. Trash or trash containers shall not be placed near the street prior to dusk on the day prior to scheduled pick up for trash service. Trash containers must be retrieved from the curb the same day of service and stored to obscure their view from the streets.
- c. All lots shall be maintained and kept so as to present a neat appearance, free of trash, clutter and unsightly items and mowed to prevent high grass and weeds, which are a hazard within the Subdivision. Front yards may not be used for storage of vehicles, trailers, recreational vehicles or similar items.
- d. In the event any lot is not properly maintained as provided in these restrictions, the Property Owners Association may enter upon the property, clean and/or mow such lot and assess the property owner a fee determined by the Board of Directors.
- e. Unpaid fees due the Property Owners Association shall 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.

**(12) 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 dirt yards are permitted.
- e. Exteriors of all structures must be in good condition with all siding, roofing, trim, gutters, masonry, windows, doors, skirting, underpinning and paint maintained and in tact at all times.
- f. Any materials that are damaged or decayed must be replaced, not painted over.
- g. Windows and window treatments must not detract from the exterior appearance of the home. Plywood, metal, tin foil and other such materials that, in the discretion of the Board of Directors, detract from the appearance of the structure shall not be used over windows or as window treatments.

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**(13) NO SALE, TRANSFER, LEASE, OR DISPOSITION OF ANY LOT** in Subdivision shall be consummated unless and until the name and address of the purchaser or transferee has been properly recorded on the books and records of the Property Owners Association and all applicable fees paid current.

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

- a. recommend amendment of these restrictive covenants for consideration by vote of the membership,
- b. issue rules and regulations applicable to the common facilities and areas within the Subdivision,
- c. permit the usage of lots for streets, parking areas, uses normally associated with the customary development of a Subdivision and uses thereon mandated, directed, or encouraged by government authorities having jurisdiction over the Subdivision.
- d. issue permits for the construction of houses, garages, buildings, structures, storage buildings, fence(s) or improvements of any nature to any lot; issue permits for the bringing in and placement of mobile or prefabricated homes and/or portable storage buildings; and issue permits for the occupancy of dwellings.
- e. set reasonable fees for the processing of permit applications and establish reasonable deposits, when necessary, to assure compliance with these covenants and restrictions.
- f. establish reasonable non-compliance fees for the enforcement of Violation Notices when a property owner has ignored written requests to comply with these covenants and restrictions and/or established written rules and regulations.
- g. exercise such other rights granted it under the Articles of Incorporation and By-Laws of the Association.

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

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

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

- a. The Development and Improvement Committee (herein called the "Committee") shall be composed of one or more individuals selected and appointed by the Board of Directors with at least one member of the Board of Directors serving on the committee.
- b. The Committee shall function under the authority of the Board of Directors with respect to property development matters as set forth in these covenants.
- c. In the event of the death or resignation of any member of the Committee, the Board of Directors shall have full authority to designate and appoint a successor.
- e. The committee shall review permits for construction, mobile homes, campers, fencing and all improvements. They will assure the permit meets all deed restrictions by investigating the site location of structure and submit the permit to the Board of Directors with its recommendation for either approval or disapproval.
- f. Final authority for approval of all permits rests with the Board of Directors.



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

- a. Each and every owner of any and all lots within the Subdivision shall become a member of the Subdivision Property Owners Association, which Association shall manage, maintain, and care for the common facilities of the Subdivision.
- b. Each and every owner and renter covenants and promises to pay to the Property Owners Association when due, any and all dues, maintenance fees, road fees, or other fees and charges authorized in these covenants and restrictions.
- c. Use of the common facilities within the Subdivision shall be limited to the lot owners, and their families and guests. Use of the common facilities may be denied by the Board of Directors to a lot owner who is not current in their financial obligation to the Association or who is otherwise in violation of these restrictions.
- d. Property owners must, at all times, use caution to not damage the facilities of the development.
- e. Property owners and guests will be held responsible for any development property destroyed or defaced.
- f. Each and every owner of any and all lots within the Subdivision, covenants and agrees that the Property Owners Association and its successors and assigns shall have a lien upon the lot(s) in the subdivision, inferior only to the lien for taxes and any duly recorded mortgage, to secure the payment of such dues, fees and other charges authorized herein, late charges, interest (at 18%, but not to exceed highest permitted lawful rate) and any reasonable court costs and attorneys' fees incurred in connection with the collection of same.
- g. Failure to timely pay any and all assessments may result in the loss of use of Subdivision amenities, guest privileges and vehicle stickers.
- 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 judgment and/or lien.

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

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

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

- a. Violation of or failure to comply with the covenants and restrictions shall not affect the validity of an mortgage, bona fide lien or other similar security instrument which may be then existing on any lot in the Subdivision.
- b. Invalidation of any one of these covenants and restrictions, or any portion thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect.
- c. In the event any portion of these covenants and restrictions conflicts with mandatory provisions of any ordinance or similar governmental rule or regulation, then such governmental requirement shall control.
- d. Any deed or legal instrument (except deeds of trust, mortgages, or any other similar security agreements) purporting to convey, transfer or assign any interest in any lot within the Subdivision shall be subject to all the covenants and restrictions set forth herein.

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IN WITNESS WHEREOF, the undersigned officer(s) of the Canyon Creek Property Owners Association, Inc. hereby certifies that the foregoing instrument reflects the duly adopted amendments approved by membership of the Association on September 24, 2005, September 23, 2006 and September 22, 2007, September 27, 2008 and September 26, 2009 and as so amended hereby republishes the restrictions and covenants.

Executed on this 16<sup>th</sup> day of December, 2009.

**CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC.**

By: Cecilia A. Crawford  
President

Attest: [Signature]  
Secretary

State of Texas §

County of Hood §

The foregoing instrument was acknowledged before by Cecilia A. Crawford  
President of the Canyon Creek Property Owners Association, Inc., on behalf of such corporation on  
16<sup>th</sup> day of December, 2009.



Vita A. Kushel  
NOTARY PUBLIC

FILED FOR RECORD  
AT... 3:10 P.M.  
DEC 16 2009

**AMENDMENTS FILED**

**Hood County Clerk  
201 W Bridge Street  
PO BOX 339  
Granbury, Texas 76048  
Phone: 817-579-3222**

Document Number: 2018-0014439 -  
Filed and Recorded - Real Records

**RESTRICTION**

Grantor: CANYON CREEK PROPERTY OA

Pages: 3

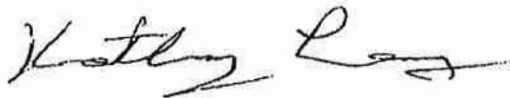
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<b>Receipt Number:</b> R1814708	
<b>Amount:</b> \$25.00	
<b>Recorded By:</b> Lauren Waite	

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**I hereby certify that this instrument was filed and duly recorded in the Official Records of Hood County, Texas**



Katie Lang  
County Clerk  
Hood County, Texas



**Return To: In Office**



## ***Canyon Creek Property Owners Association***

### **COVENANTS AND RESTRICTIONS AMENDMENT**

Proposed changes to Covenants and Restrictions Section 6 (f)

- (1) Remove the first sentence in section 6 (f) which reads No fences will be permitted within twenty (20) ft of the front property line.
- (2) Replace the first sentence of section 6 (f) with the following: No fencing 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.)

No fencing of any kind can be placed over a water line or other utility without prior written permission of the utility company involved. Once approved by the utility, it is understood that if the fencing has to be removed for any reason by a utility company, it will be replaced at the property owner's expense. As with any fencing, a permit application must be filled out and approved by the Board of Directors.

This proposed C/R change is to delete and replace the first sentence in the following existing paragraph, herein underlined:

6 (f.) No fences will be permitted within twenty (20) feet of the front property line. Fences may be placed on the side and rear 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 bordering 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.

NOW, THEREFORE, the Canyon Creek Property Owners Association Inc., does hereby adopt and establish this amendment to the Bylaws.

CANYON CREEK PROPERTY OWNERS ASSOCIATION INC.

Sally Kennemer  
Sally Kennemer - President

STATE OF TEXAS

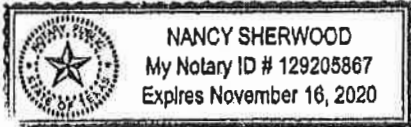
COUNTY OF HOOD

This instrument was acknowledged before me on the 30th day of October, 2018 by Sally Kennemer, President of Canyon Creek Property Association, Inc., a nonprofit corporation, on behalf of said corporation.

Notary Public State of Texas

Nancy Sherwood

My commission expires: 11-16-2020



The undersigned hereby certifies that he is the duly elected and qualified President of Canyon Creek Property Owners Association, Inc.; that Stephanie Harrison is the Property Manager of Canyon Creek Property Owners Association, Inc.; that the signature above is the genuine signature of Sally Kennemer; and that this amendment is certified as true and correct.

Stephanie Harrison  
Stephanie Harrison - Property Manager

Hood County Clerk  
201 W Bridge Street  
PO BOX 339  
Granbury, Texas 76048  
Phone: 817-579-3222

Document Number: 2018-0014438 -  
Filed and Recorded - Real Records

RESTRICTION

Grantor: CANYON CREEK PROPERTY OA

Pages: 3

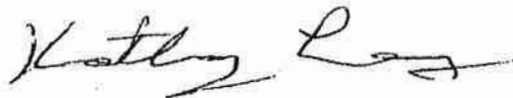
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Do Not Destroy**

<b>Recorded On:</b> 10/31/2018 12:27 PM	<b>Notes:</b>
<b>Document Number:</b> 2018-0014438	
<b>Receipt Number:</b> R1814708	
<b>Amount:</b> \$25.00	
<b>Recorded By:</b> Lauren Waite	

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**I hereby certify that this instrument was filed and duly recorded in the Official Records of Hood County, Texas**



Katie Lang  
County Clerk  
Hood County, Texas



Return To: In Office



## ***Canyon Creek Property Owners Association***

### **COVENANTS AND RESTRICTIONS AMENDMENT**

to be added to the Amended Covenants and Restrictions on and for the Canyon Creek subdivision Section 2.

The additional restriction would be added to Section 2 as a revised c. with the current items c, d and e being changed to d, e and f.

**The added Covenant and Restriction would read:**

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

NOW, THEREFORE, the Canyon Creek Property Owners Association Inc., does



hereby adopt and establish this amendment to the Bylaws.

CANYON CREEK PROPERTY OWNERS ASSOCIATION INC.

*Sally Kennemer*

Sally Kennemer - President

**STATE OF TEXAS**

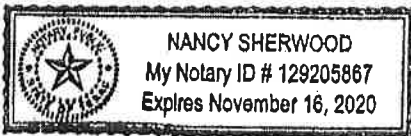
**COUNTY OF HOOD**

This instrument was acknowledged before me on the 30th day of October, 2018 by Sally Kennemer, President of Canyon Creek Property Association, Inc., a nonprofit corporation, on behalf of said corporation.

Notary Public State of Texas

*Nancy Sherwood*

My commission expires: 11-16-2020



The undersigned hereby certifies that he is the duly elected and qualified President of Canyon Creek Property Owners Association, Inc.; that Stephanie Harrison is the Property Manager of Canyon Creek Property Owners Association, Inc.; that the signature above is the genuine signature of Sally Kennemer; and that this amendment is certified as true and correct.

*Stephanie Harrison*

Stephanie Harrison – Property Manager

**Hood County Clerk  
201 W Bridge Street  
PO BOX 339  
Granbury, Texas 76048  
Phone: 817-579-3222**

Document Number: 2015-0011421 -  
Filed and Recorded - Real Records

RESTRICTION

Grantor: CANYON CREEK POA INC

Pages: 3

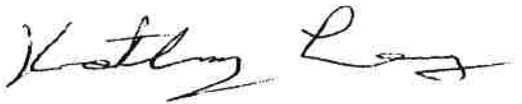
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<b>Document Number:</b> 2015-0011421	
<b>Receipt Number:</b> R1512255	
<b>Amount:</b> \$25.00	
<b>Recorded By:</b> Virginia Chavero	

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**I hereby certify that this instrument was filed and duly recorded in the Official Records of Hood County, Texas**



Katie Lang  
County Clerk  
Hood County, Texas



**Return To: In Office**

CANYON CREEK POA INC  
2300 CLUB DR  
GRANBURY, TX 76048



**AMENDED COVENANTS AND RESTRICTIONS OF  
CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC.**

The Article of the Covenants and Restrictions to be amended is:

**Combination Lots**

**(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.**

- 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 dwelling. A minimum of one thousand (1000) square feet is required on the ground floor, and all new structures must include a driveway of either 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 roads.
  - (1) If it has been approved by the Property Owners Association, and
  - (2) If it is visually inspected and verified at the courtesy gate upon delivery, and
  - (3) All Mobil 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.

The Amended Article of the Covenants and Restrictions shall be:

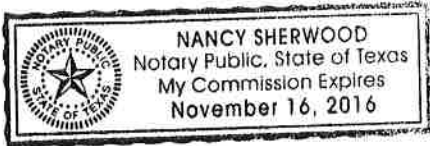
**Combination Lots**

**(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 dwelling. A Minimum of one thousand (1000) square feet is required on the ground floor, and all new structures must include a driveway of either 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 roads.
    - (1) If it has been approved by the Property Owners Association, and
    - (2) If it is visually inspected and verified at the courtesy gate upon delivery, and
    - (3) All Mobil 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.

IN WITNESS WHEREOF, I, the President of the CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC., hereby certify that on the 21<sup>st</sup> day of October, 2015, this Amendment to CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC., Covenants and Restrictions section Combination Lots has been duly adopted by the property owners of CANYON CREEK PROEPRTY OWNERS ASSOCIATION, INC., and shall be effective when recorded in the Deed Records of Hood County, Texas.



CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC.

By *Mill A. Wall*  
PRESIDENT

By *Stephanie Wolfe*  
Property Manager

STATE OF TEXAS )

COUNTY OF HOOD )

This instrument was acknowledged before me on 10-21-, 2015, by *Andy Wall*, President of CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation, on behalf of said organization.

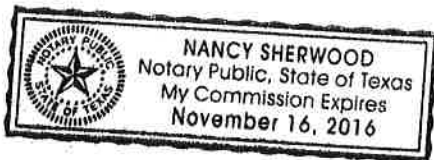
*Nancy Sherwood*  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS )

COUNTY OF HOOD )

This instrument was acknowledged before me on 10-21-15, 2015, by *Stephanie Wolfe*, Property Manager of CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation, on behalf of said organization.

*Nancy Sherwood*  
NOTARY PUBLIC, STATE OF TEXAS



Return To:  
Canyon Creek POA  
2211 21<sup>st</sup> Dr Granbury TX

**Hood County Clerk  
201 W Bridge Street  
PO BOX 339  
Granbury, Texas 76048  
Phone: 817-579-3222**

Document Number: 2015-0011784 -  
Filed and Recorded - Real Records

RESTRICTION

Grantor: CANYON CREEK PROPERTY OA INC

Pages: 3

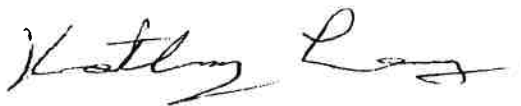
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<b>Recorded On:</b> 11/04/2015 12:01 PM	<b>Notes:</b>
<b>Document Number:</b> 2015-0011784	
<b>Receipt Number:</b> R1512636	
<b>Amount:</b> \$25.00	
<b>Recorded By:</b> Jeannie Ingram	

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**I hereby certify that this instrument was filed and duly recorded in the Official Records of Hood County, Texas**



Katie Lang  
County Clerk  
Hood County, Texas



**Return To: In Office**

CANYON CREEK PROPERTY OA INC  
2300 CLUB DRIVE  
GRANBURY , TX 76048



**AMENDED COVENANTS AND RESTRICTIONS OF  
CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC.**

**The Article of the Covenants and Restrictions to be amended is:**

**MEMBERSHIP, MAINTENANCE FEES, RESPONSIBILITIES, LIENS:**

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

- a) Each and every owner of any and all lots within the Subdivision shall become a member of the Subdivision Property Owners Association, which Association shall manage, maintain and care for the common facilities of the subdivision.
- b) Each and every owner and renter covenants and promises to pay to the Property Owners Association when due, any and all dues, maintenance fees, road fees, or other fees and charges authorized in these Covenants and Restrictions.
- c) Use of the common facilities within the Subdivision shall be limited to the lot owners, and their families and guests. Use of the common facilities may be denied by the Board of Directors to a lot owner who is not current in their financial obligation to the Association or who is otherwise in violation of these restrictions.

**The Amended Article of the Covenants and Restrictions shall be:**

**MEMBERSHIP, MAINTENANCE FEES, RESPONSIBILITIES, LIENS:**

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

- a) Each and every owner of any and all lots within the Subdivision shall become a member of the Subdivision Property Owners Association, which Association shall manage, maintain and care for the common facilities of the subdivision.
- b) Each and every owner and renter covenants and promises to pay to the Property Owners Association when due, any and all dues, maintenance fees, road fees, or other fees and charges authorized in these Covenants and Restrictions.

**B1) Reduction in Maintenance Fees for Camping Lots**

The current Maintenance Fees for all lots, regardless of size in Canyon Creek is \$149 per lot plus a \$5.00 Road Fee per lot, unless you own multiple lots that are contiguous and a home is placed on the contiguous lots then a discount in dues applies.

Units 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 placed 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 plus the \$5.00 road fee per lot. If a mobile home or site built home is not placed on the lots in the aforementioned units then the Maintenance Fees stay at the normal price of \$149.00 per lot plus the \$5.00 road fee per lot.

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

IN WITNESS WHEREOF, I, the President of the CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC., hereby certify that on the 26<sup>th</sup> day of October, 2015, this Amendment to CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC., Covenants and Restrictions section **Reduction in Dues** has been duly adopted by the property owners of CANYON CREEK PROEPRTY OWNERS ASSOCIATION, INC., and shall be effective when recorded in the Deed Records of Hood County, Texas.

CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC.

By Amy Wall  
PRESIDENT

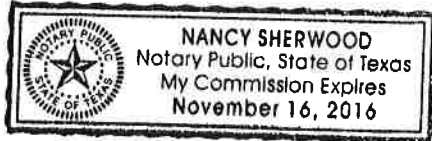
By Stephanie Wolfe  
Property Manager

STATE OF TEXAS )

COUNTY OF HOOD )

This instrument was acknowledged before me on October 26, 2015, 2015, by

Amy Wall, President of CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation, on behalf of said organization.



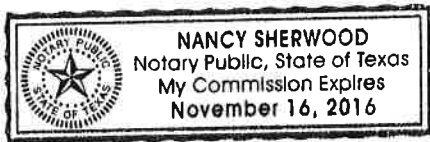
Nancy Sherwood  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS )

COUNTY OF HOOD )

This instrument was acknowledged before me on October 26, 2015, 2015, by

Stephanie Wolfe, Property Manager of CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation, on behalf of said organization.



Nancy Sherwood  
NOTARY PUBLIC, STATE OF TEXAS

AMENDED COVENANTS AND RESTRICTIONS  
FOR THE CANYON CREEK SUBDIVISION  
FILED

Return To:  
Canyon Creek POA  
2300 Club Drive

Hood County Clerk  
201 W Bridge Street  
PO BOX 339  
Granbury Texas, 76048  
Phone: 817-579-3222

Document Number: 2013-0002216 -  
Filed and Recorded - Real Records

RESTRICTION

Grantor: CANYON CREEK POA INC

Pages: 3

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<b>Recorded On:</b> 02/21/2013 10:50 AM	<b>Notes:</b>
<b>Document Number:</b> 2013-0002216	
<b>Receipt Number:</b> R132138	
<b>Amount:</b> \$20.00	
<b>Recorded By:</b> Virginia Chavero	

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**I hereby certify that this instrument was filed and duly recorded in the Official Records of Hood County, Texas**



Mary Burnett  
County Clerk  
Hood County, Texas



**Return To: In Office**

CANYON CREEK POA INC  
2300 CLUB DR  
GRANBURY, TX 76048





# **AMENDED COVENANTS AND RESTRICTIONS OF CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC.**

**The Article of the Covenants and Restrictions to be amended is:**

## **On and For the Canyon Creek 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.

**The Amended Article of the Covenants and Restrictions shall be:**

## **On and For the Canyon Creek 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.

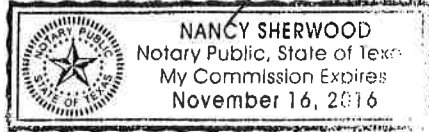
IN WITNESS WHEREOF, we, the President and Secretary of the CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC., hereby certify that on the 15<sup>th</sup> day of February, 2013, this Amendment to CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC., Covenants and Restrictions section On and For the Canyon Creek Subdivision has been duly adopted by the property owners of CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC., and shall be effective when recorded in the Deed Records of Hood County, Texas.

CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC.

By Bill Hayes Sr  
PRESIDENT

By Julie Villanueva  
ATTEST: BOARD MEMBER

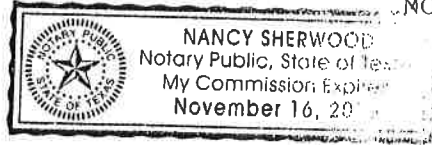
STATE OF TEXAS )  
COUNTY OF HOOD )



This instrument was acknowledged before me on February 15, 2013, by Bill Hayes Sr, President of CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation, on behalf of said organization.

Nancy Sherwood  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS )  
COUNTY OF HOOD )



This instrument was acknowledged before me on Feb 15, 2013, by JULIE VILLANUEVA, Board of Directors of CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation, on behalf of said organization.

Nancy Sherwood  
NOTARY PUBLIC, STATE OF TEXAS

Return to  
Canyon Creek POA, INC.  
2300 Club Drive  
Granbury TX 76048