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Document Number: 2026-0002712 -
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DECLARATION/DESIGNATION

Grantor: CANYON CREEK POA INC

Pages: 58

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Notes:

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Christine C. Leftwich
County Clerk
Hood County, Texas

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CANYON CREEK POA INC

Amended Comprehensive Rules & Regulations

of Canyon Creek Property Owners Association, Inc.,

a Texas non-profit corporation

Basic Information

Date: January 12, 2026

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, and any amendments thereto.
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 amend its 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 RFID cards 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.

All property owners, renters, contractors, etc. may pick up free RFID cards at the Association office or utilize any other RFID tag compatible with the Association entry system for the automatic gate (the "Entry System"). The gate shall be available for property owners and renters twenty-four hours a day, seven days a week and for contractors from seven am to seven pm Monday through Friday and nine am to four pm on Saturdays.

All property owners shall receive their first registration of any RFID tag in the Entry System free of charge. Additionally, should a property owner ever lose an RFID tag which was currently registered with the Entry System, they may re-register one new RFID tag free of charge. Any additional property owner RFID tag registrations with the Entry System, regardless of RFID tag type or origin, shall cost $25.00 per registration. Property owners RFID tags shall continue indefinitely so long as they are property owners unless they fail to pay dues (see below). Renters may register an RFID tag with the Entry System for $25.00 per year. Renters' RFID tags will expire one year from date of registration or the end of lease term, whichever is sooner. Contractors may obtain RFID tag registration for the cost of $40.00 per quarter. All RFID tag users must provide a valid drivers license and proof of insurance for the vehicle to use the RFID tag when they apply for RFID tag registration.

Property owners who have an ongoing violation of any of the Association covenants, rules and regulations, or who are forty-five (45) 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 RFID tags, if any, will be disabled until all delinquent dues are paid in full and a $50.00 re-registration fee is paid.

Property owners, renters, and contractors may obtain RFID tags by paying all fees owed, if any, and filling out the Vehicle RFID Tag Registration Application attached as Exhibit "1" and incorporated herein by reference.

No Semi-trucks with a Belly Dump or Rear Dump and no Lowboy Trailers shall be permitted entry into Canyon Creek unless same be authorized in writing by the Property Manager or Board of Directors.

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.

7. Primary Thorough Fair Parking

Due to ongoing safety and maintenance concerns, all Members and vehicles are prohibited from parking anywhere upon the following streets, or the culverts and/or bar-ditches running adjacent to same: Christine Drive, Creek Drive, and Steepleridge Circle.

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 hoofed 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.

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 30th 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

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 Friday between the hours of seven (7) AM to seven (7) PM and Saturdays between the hours of nine (9) AM to four (4) PM, with no construction to take place on Sunday or the following holidays: Easter, Christmas Day, New Years Day, Thanksgiving Day, the 4th of July, Memorial Day, and Labor Day. If any of the holidays provided

for herein falls on a Thursday or a Friday, no construction shall take place until the following Monday (for example, if Christmas is on a Thursday, there will be no construction until Monday, December 29). 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 30th 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 30th 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 10th 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.

3. Short-Term Rental Pool Passes

In order for a short term rental property to receive pool passes for their guests, they must provide the Association with the number of bedrooms and number of adults their short-term rental property sleeps. The Association will then provide the appropriate number of pool passes to the short-term rental owner based on this information. All tenants are required to abide by the Association Pool Policy and it is the Property Owner's responsibility to provide and enforce same against its' tenants. Should any of the provided pool passes become lost, the Property Owner must report same to the Association immediately.

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 non-resident, non-member 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 (3rd) 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 (3rd) 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 forty-five (45) 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 forty-five (45) 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 single home connected to water, sewer, or septic to qualify for a multi-lot discount. Only one home can be present on any of the lots being considered for a multi-lot dues discount. For example, and based on orientation, if 4 tracts are under common ownership, contiguous, and developed with 2 homes, then the home owner may be eligible for grouping the 2 vacant lots with a single home lot for a multi-lot dues discount and paying dues as normal on the remaining lot with a single home. For the purpose of this discount, Lots shall still

be considered contiguous if the sole tract of land separating them is a roadway. 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 severely liable.

D. Enforcement Procedures

NOTICE

1.1 Notice. Before the Association may (i) suspend a members 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 or rules of the Association, or report any delinquency of a member to a credit reporting service, the Association or its agent must give written notice to the member as required 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.

1.2 Curable. The date specified in the notice must provide a reasonable period to cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety. If a member cures the violation before the expiration of the period for cure, a fine may not be assessed.

1.3 Notice Not Required. A notice under this provision is not required if the member commits a violation for which the member has been previously given notice under this provision and the opportunity to exercise any rights available under this Article in the preceding six months.

1.4 Threat to Public Health or Safety. A violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident.

1.5 Uncurable Violation. A violation is considered uncurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. The non-repetition of a one-time violation or other violation that is not ongoing shall not be considered an adequate remedy.

1.6 Assessment Lien Filing. Before the Association may file an assessment lien, the Association must provide two notices to the property owner. The first notice of delinquency must be sent by first class mail to the property owner's last known mailing address or by e-mail to an e-mail address the property owner has provided to the Association. The second notice of delinquency must be provided by certified mail, return receipt requested, to the property owners last known mailing address, not earlier than the 30th day after the first notice is given. The Association may not file an assessment lien before the 90th day after the date the second notice was sent to the property owner.

CATEGORIES OF RESTRICTIVE COVENANTS

2.1 Categories of Restrictive Covenants for which the Association May Assess a Fine. The Association is authorized to assess fines as follows:

1. Pursuant to Section (14) f. of the Declarations, the Board may establish reasonable non-compliance fees for the enforcement of the Declaration and rules and regulations when a property owner has ignored written requests to comply with same.

2.2 Case-By-Case Basis. The Board reserves the authority to levy all fines from the fine schedule on a case-by-case basis. The Board's decisions to levy or not levy a fine shall be sole and absolute and accordingly shall not be considered arbitrary, capricious, or discriminatory.

ENFORCEMENT HEARINGS

3.1 Requesting a Chapter 209 Enforcement Hearing. To be effective, a request for a Chapter 209 Enforcement Hearing must be in writing and received by the Association within thirty (30) days from the date written notice of a violation, property damage, fine, suspension of rights or intent to notify a credit reporting service is sent to the property owner by verified mail in compliance with Section 209.006 of the Texas Property Code. The written request for a Chapter 209 Enforcement Hearing must be sent to the Association by certified mail at the mailing address of the Association or authorized representative as reflected on the most current management certificate filed by the Association pursuant to Section 209.004 of the Texas Property Code. Failure to timely request a Chapter 209 Enforcement Hearing shall waive any right to such a hearing.

3.2 Scheduling and Notice of the Chapter 209 Enforcement Hearing. The Board shall conduct a Chapter 209 Enforcement Hearing within thirty (30) days from the date the Board receives a member's timely written request for a hearing. The Board shall also provide the member notice of the date, time, and location of the hearing at least ten (10) days prior to the date of said hearing. The notice of the Chapter 209 Enforcement Hearing may be mailed, hand-delivered, or emailed to the requesting property owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting member at his or her last known mailing address with proper postage, or emailed to the requesting property owner at an email address provided to the Association by such member. The Board or the requesting member may request a postponement of the scheduled hearing date one (1) time each, and if requested, a postponement shall be granted for a period of no more than ten (10) days from the date of the previously scheduled hearing date unless otherwise agreed to by the Board and the member. Additional postponements may be granted by agreement of the parties. The Board shall provide the requesting member with the date, time, and location of the rescheduled hearing date at least twenty-four (24) hours in advance of the rescheduled hearing date. Notice of a rescheduled hearing date may be given to a member by any reasonable manner designed to provide adequate notice of the rescheduled hearing.

3.3 Location of the Chapter 209 Enforcement Hearing. A Chapter 209 Enforcement Hearing may be conducted in conjunction with a meeting of the Board or at a non-public work session of the Board. If the Chapter 209 Enforcement Hearing is conducted at a meeting of the Board, it shall be conducted during an executive session of the meeting unless the requesting member and the Board agree to conduct it during an open session of the meeting. In addition, a Chapter 209 Enforcement Hearing may be held at a physical location, or at the election of the Board, by video conference technology, provided the property owner is afforded the reasonable ability to present information relevant to the subject matter of the Chapter 209 Enforcement Hearing. Upon the

agreement of the Board and the member, a Chapter 209 Enforcement Hearing may be conducted at the property that is the subject of the hearing.

3.4 Pre-Hearing Disclosure of Evidence Packet. No later than ten (10) days before a Chapter 209 Enforcement Hearing is held by the Board, the Board shall provide to the requesting member a packet containing all documents, photographs, and communications relating to the matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing (the "Evidentiary Packet"). The Evidentiary Packet may be mailed, hand-delivered or emailed to the requesting member and shall be considered delivered on the day it is hand-delivered, mailed to the requesting member at his or her last known mailing address with proper postage or emailed to the requesting member at an email address provided to the Association by such member. A letter from the Board to the requesting member stating that all documents, photographs, and communications relating to the matter that the Board intends to introduce at the Chapter 209 Hearing have been produced or that there are no documents, photographs, or communications relating to the matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing shall satisfy the Board's obligation concerning the pre-hearing disclosure of the Evidence Packet. If the Board fails to timely provide the Evidentiary Packet to the requesting member, the member shall be entitled to an automatic fifteen (15) day postponement of the Chapter 209 Enforcement Hearing, unless the member agrees to waive the Board's obligation concerning the pre-hearing disclosure of the Evidence Packet. A template letter for providing notice of a Chapter 209 Enforcement Hearing and pre-hearing disclosure of the Evidence Packet is attached hereto as Exhibit "5".

3.5 Attendance at the Chapter 209 Enforcement Hearing. The Board and the requesting member may be represented by legal counsel at a Chapter 209 Enforcement Hearing. In addition, both parties may have other relevant persons attend the Chapter 209 Enforcement Hearing, including the Association's managing agents, members of the Architectural Committee, architects, contractors, consultants and any other person that either party believes would be in a position to provide information relevant to the subject matter of the hearing. The member's presence is not required to hold a hearing.

3.6 Conduction of the Chapter 209 Enforcement Hearing. The purpose of the Chapter 209 Enforcement Hearing is to discuss and verify facts and resolve the matters at issue. At the Chapter 209 Enforcement Hearing, a member of the Board (or a designated representative of the Association) shall first present the Association's case against the property owner. The member (or the member's designated representative) may then present the member's information and issues relevant to the appeal or dispute.

3.7 Ruling by the Board. The Board's ruling shall be in writing and mailed by certified mail, hand-delivered, or emailed to the requesting member within ten (10) business days from the date of the Chapter 209 Enforcement Hearing. The Board may, but is not required to, state the basis for its determinations in the written ruling. There shall be no appeal or reconsideration of the ruling by the Board.

I, the undersigned, being the President of CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC., do hereby certify that the Board assented to the foregoing Rules and

Regulations by majority vote in a duly called meeting of the Association and adopt the same as the Rules and Regulations of said Association.

IN WITNESS WHEREOF, I have hereunto subscribed my name as of the 2 day of March 2026.

Andy Wall, President

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on this 2 day of March 2026, by Andy Wall as President of Canyon Creek Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

SAHARA BUCHANAN NORTHCUTT
Notary Public, State of Texas
Comm. Expires 08-18-2026
Notary ID 133915147

NOTARY PUBLIC, STATE OF TEXAS

I, the undersigned, being Secretary of CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC., do hereby certify the above signature is that of the President of the Association.

Kimberly Green, Secretary

FILED

MAR 03 2026

County Clerk, Hood County, TX

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on this 2 day of March 2026, by Kimberly Green as a Secretary of Canyon Creek Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

SAHARA BUCHANAN NORTHCUTT
Notary Public, State of Texas
Comm. Expires 08-18-2026
Notary ID 133915147

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:

1st Offense - $100.00
2nd Offense - $300.00
3rd & Subsequent Offenses - $500.00

Invalid use of RFID Lane (No RFID/Inactive RFID):

1st Offense - $100.00
2nd Offense - $300.00
3rd & Subsequent Offenses - $500.00

Entry with Semi-trucks with a Belly Dump or Rear Dump or a Lowboy Trailer

1st Offense - $250.00
2nd Offense - $750.00
3rd & Subsequent Offenses - $1,000.00

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:

1st Offense - $500.00
2nd Offense - $750.00
3rd & Subsequent Offenses - $1000.00

Parking in a Posted "No Parking" Zone:

1st Offense - $500.00
2nd Offense - $750.00
3rd & 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:

1st Offense - $250.00
2nd Offense - $750.00
3rd & Subsequent Offenses - $1,000.00 plus $25.00 per day in Violation

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

1st Offense - $250.00
2nd Offense - $750.00
3rd & Subsequent Offenses - $1,000.00 plus $25.00 per day in Violation

7. **Primary Thorough Fair Parking**

Vehicles parked upon a prohibited street:

$50.00 per occurrence

EXHIBIT "B"
General Member Rules

1. Failure to Maintain Lot and all Improvements

Failure to maintain Lot:

1st Offense - $250.00
2nd Offense - $500.00
3rd & Subsequent Offenses - $750.00

2. Alternate Storage

Use of alternate storage:

1st Offense - $250.00
2nd Offense - $500.00
3rd & 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:

1st Offense - $1,000.00
2nd Offense - $1,750.00
3rd & Subsequent Offenses - $2,500.00

4. Trash Service

Failure to comply with this section:

1st Offense - $15.00
2nd & Subsequent Offenses - $25.00

5. Excessive Noise

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

Failure to comply with this section:

1st Offense - Warning
2nd Offense - $100.00
3rd & 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:

1st Offense - $250.00
2nd & 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:

1st Offense - Warning
2nd Offense - $250.00
3rd & 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**

   1st Offense - Warning
   2nd Offense - $50.00
   3rd & 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**

   1st Offense - $50.00 and removal
   2nd Offense - $100.00 and removal
   3rd Offense - $250.00 & loss of Pool Privilege for remainder of year

5. Eating, drinking or smoking in the pool (Outside Pavilion Areas): **Non-curable**

   1st Offense - Warning
   2nd Offense - $50.00 and removal
   3rd Offense - $100.00 plus 2 week loss of Pool Privileges

6. Failure to discard Trash or debris prior to departing: **Non-Curable**

   1st Offense - Warning
   2nd Offense - $50.00 and removal
   3rd Offense - $100.00 plus 2 week loss of Pool Privileges

7. Animals within pool enclosure: **Non-Curable**

   1st Offense - Warning
   2nd Offense - $50.00 and removal
   3rd Offense - $100.00 plus 2 week loss of Pool Privileges

8. Glass Container in pool enclosure: **Non-Curable**

   1st Offense - Warning

2nd Offense - $50.00 and removal
3rd Offense - $100.00 plus 2 week loss of Pool Privileges

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

1st Offense - Warning
2nd Offense - $50.00 and removal
3rd Offense - $100.00 plus 2 week loss of Pool Privileges

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

1st Offense - $100.00
2nd Offense - $200.00 plus 2 week loss of Pool Privileges
3rd Offense - $100.00 plus loss of Pool Privileges for remainder of year

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

1st Offense - Warning
2nd Offense - $50.00 and removal
3rd Offense - $100.00 plus 2 week loss of Pool Privileges

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

1st Offense - $100.00
2nd Offense - $200.00 plus 2 week loss of Pool Privileges
3rd 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 sixty-nine dollars ($169) per Lot per six (6) month period. This rate shall revert to $149 per Lot per six (6) month period on January 1, 2028. 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	$151.00
3	$138.00
4	$129.00
5	$122.00

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 RFID Tag Registration Application

All Property owners are entitled to receive one (1) free RFID Tag registration with the Entry System provided all dues, fines, and fees, if any, are paid in full and proof of insurance is provided. To register additional RFID Tags with the Entry System, property owners must pay a registration fee of twenty-five dollars ($25) per RFID Tag registered, regardless of RFID Tag type or origin. All renters are entitled to register an RFID Tag at a rate of twenty-five dollars ($25) per year provided all dues, fines, and fees, if any, are paid in full and proof of insurance is provided. All contractors may register an RFID Tag at a rate of forty dollars ($40) per quarter. To register an RFID 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:

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

Replacement_____

Issue Date_____
Expiration Date_____

EXHIBIT "2"
Builder's Permit Fees and Applications

Permit Fee Schedule:

	NON-REFUNDABLE	DEPOSIT
NEW HOME CONSTRUCTION	$4,250.00	
ROAD IMPACT FEE	$750	
NEW MANUFACTURED HOME		
MOVE IN	$1,750.00	$2,500.00
MOVE OUT	$250.00	$250.00
IN GROUND PERMIT (for Pool only)	$250.00	$250.00
CEMENT SLAB/DRIVEWAY	$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
PERMIT EXTENSION	$50.00	
PERMIT RE-APPLICATION	$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****

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 $4,250.00 permit fee 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 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)

☐ Deck or Patio	☐ Pool	☐ Room/Garage Addition
☐ Deck/Patio Cover	☐ Storage/Accessory Building	☐ Mobile Homes/Manufactured Homes
☐ Other		

****

2. Please Describe Project:

_____

_____

_____

_____

_____

****

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;

(f) Exterior locations for all buildings, fences, pools, storage buildings, and other permanent structures;

(g) Provision for drainage; and

(h) 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 and pay the applicable fee. 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.

Deposit $_____ Permit $_____ Check #_____ Date: _____ Office Initials:_____

_____

Property Owner Printed Name **Phone Number** **Email Address**

_____

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 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 **Phone Number**
Email Address

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:_____

EXHIBIT "5"

CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC.

_____, 2024

Via [mail, hand-delivery, and/or email]

_____

_____

_____

Re: Notice of hearing and pre-hearing disclosure of evidentiary packet concerning violation(s) of the restrictive covenants [or unpaid assessments] related to _____ (the "Property")

Dear _____:

Canyon Creek Property Owners Association, Inc. (the "Association") is in receipt of your request for a hearing with the Board concerning the restrictive covenant violation(s) [and/or unpaid assessments] related to the Property (the "Enforcement Matter").

The hearing on the Enforcement Matter will be conducted at __:__ _m on _____, 2024 at _____ [by Zoom video conference at the following link].

If you cannot attend the scheduled hearing, you are entitled to one postponement. Please notify the Association of your request for a postponement and the hearing will be rescheduled for a new date within ten (10) days from the original scheduled date and an email address that may be used to notify you of the new hearing date. You can request a postponement by sending an email to the following email address: _____.

In addition, enclosed with this notice is a packet containing all the documents, photographs, and/or communications relating to the Enforcement Matter that the Association intends to introduce at the hearing. [The Association does not intend to introduce any documents, photographs, or communications at the hearing.]

Sincerely,

CANYON CREEK PROPERTY OWNERS ASSOCIATION, INC.

RECORDS PRODUCTION AND COPYING POLICY

WHEREAS, Canyon Creek Property Owners Association (the "Association") constitutes a property owners association under the provisions of Chapter 209 of the Texas Property Code (the "Code").

WHEREAS, Section 209.005(i) of the Code requires the Association to adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production, and reproduction of information requested by a member of the Association (hereinafter referred to as a "Member") in accordance with the terms of Section 209.005 of the Code; and

WHEREAS, the Board of Directors of the Association (the "Board") desires to adopt a new records production and copying policy as required under Section 209.005(i) of the Code.

NOW, THEREFORE, the Board hereby adopts the Records Production and Copying Policy (the "Policy"), as set forth below.

1. Books and Records Subject to Production

Subject to the terms of this Policy and Section 209.005 of the Texas Property Code (and any amendment thereto), the Association will make its books and records, including financial records, to the extent such books and records are in the possession, custody, or control of the Association, open to and reasonably available for examination by a Member of the Association or a person designated in a written instrument signed by the member as the Member's agent, attorney, or certified public accountant, in accordance with Section 209.005 of the Code (hereinafter referred to as the "Requesting Party"). A Requesting Party is also entitled to obtain copies of the information contained in the Association's books and records.

Except as provided by Section 209.005(D) of the Code, an attorney's files and records relating to the Association are not records of the Association and are not subject to inspection by a Requesting Party or subject to production in a legal proceeding.

In accordance with the provisions of Section 209.005(k) of the Code, and except as otherwise authorized or required pursuant to Section 209.005(l) of the Code, the Association shall not release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual Member, a Member's personal financial information, including records of payment or nonpayment of amounts due to the Association, a Member's contact information, other than his or her address, or information related to an employee of the Association, including personnel files.

The Board of the Association by majority vote may authorize the release of any of the above identified records on a case-by-case basis to parties in active litigation.

2. Procedures for Requesting Inspection and/or Copying of Association's Records

(A) Request for Information:

To inspect or obtain copies of the Association's records, a Requesting Party must submit a written request for information by certified mail to the Association at its or its designated representative's mailing address as reflected on the most current recorded management certificate for the Association.

The written request for information must describe with sufficient detail the Association's books and records being requested and contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records to the Requesting Party without any advance inspection.

(B) Inspection of Association's Books and Records:

If an advance inspection of the Association's books and records is requested, within ten (10) business days from the date the Association receives the written request for information, the Association will send to the Requesting Party a written notice specifying the location and alternative dates that such person may inspect during normal business hours the requested books and records to the extent those books and records are in the possession, custody, or control of the Association. The inspection of the requested books and records shall take place at a mutually agreed upon time during normal business hours.

The alternative inspection dates proposed by the Association will be within ten (10) business days from its receipt of the requested for information, unless the Association is unable to produce copies of the requested books and records and make them available for inspection within ten (10) business days from receipt of the request for information. In such event, the Association's written notice to the Requesting Party will state that the Association is unable to produce the information within ten (10) business days from the date it received the request for information, and it will specify alternative inspection dates that will occur no later than fifteen (15) business days after the date of the Associations' written notice to the Requesting Party.

If the Requesting Party wants to obtain copies of any of the books and records produced for inspection, the Requesting Party must identify the books and records at the inspection that the Association is to copy and forward to the Requesting Party.

(C) *Copying of Association's Books and Records:*

If copies of identified books and records are requested without an advance inspection of such books and records or are requested following an inspection of such books and records, within ten (10) business days from the date the Association receives the written requested or the date of the inspection (as applicable), it will, to the extent such books and records are in its possession, custody, or control, produce copies of the requested books and records for the Requesting Party.

If the Association is unable to produce copies of such requested books or records within ten (10) business days from the written request or inspection, it will provide written notice to the

Requesting Party of its inability to produce the requested books and records within ten (10) business days and will state a date by which such copies of such requested books and records will be produced to the Requesting Party, which may not be more than fifteen (15) business days after the date of such notice.

The Association reserves the right to produce copies of the requested books and records in hard copy, electronic form, or any other format reasonably available to it, and the manner of production shall be determined by the Association in its sole discretion.

3. Responsibility for Records Production and Copying Charges

A Member of the Association who, or whose designated representative, submits a request for information to the Association (the "Requesting Member") shall be responsible for the costs, expenses, and charges incurred by the Association in responding to such request for information from such member of his or her designated representative in accordance with the terms of the Texas Administrative Code Title 1, Section 70.3 (and any amendment, modification, update or increase of such terms)(the "Production and Copying Charges"). As of the effective date of the adoption of this Records Production and Copying Policy, the allowable Production and Copying Charges under Texas Administrative Code Title 1, Section 70.3 are as follows:

(A) *Copy Charges:*

(i) *Standard paper copy.* Standard paper copy charges consist of the charges for reproducing requested information and records on standard size paper by means of an office machine copier or a computer printer. The charge for standard paper copies is $.10 per page or part of a page. Each side that has recorded information is considered a separate page.

(ii) *Nonstandard copy.* Nonstandard copy charges consist of charges for the costs of materials, other than standard size paper, onto which requested information and records are copied (excluding any applicable additional charges that may be associated with a particular request, such as labor or overhead charges). The charges for nonstandard copies are:

a.	diskette:	$1.00
b.	magnetic tape:	actual cost
c.	data cartridge:	actual cost
d.	tape cartridge:	actual cost
e.	CD:	$1.00
f.	DVD:	$3.00
g.	JAZ drive:	actual cost
h.	Other electronic media:	actual cost
i.	VHS video cassette:	$2.50
j.	audio cassette:	$1.00
k.	oversize paper copy:	$.50
l.	specialty paper:	actual cost

(B) *Labor Charges:*

Labor charges consist of the labor costs incurred in processing a request for information or records, and include the actual time to locate, compile, manipulate data, and reproduce the requested information or record. The charge for labor costs incurred in processing a request for information is $15.00 an hour.

(C) *Overhead Charge:*

Whenever a labor charge is incurred in processing a request for information or records, the Association shall also charge a Requesting Member for any other direct and indirect costs incurred in processing a request for information, including an overhead charge to cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. The overhead charge is computed at twenty percent (20%) of the labor charge made to cover any labor costs associated with a particular request. By way of example, if one hour of labor is expended in processing a particular request for information, the overhead charge would be $3.00 ($15.00 for one hour of labor multiplied by 20% or .20).

(D) *Miscellaneous Supplies:*

The Association shall also charge a Requesting Member for the actual cost of miscellaneous supplies, such as labels, boxes, and other supplies, used to produce the requested information to the Requesting Party.

(E) *Postal and Shipping Charges:*

The Association shall also charge a Requesting Member for any related postal or shipping expenses that are necessary to transmit the reproduced information to the Requesting Party.

4. Advance Payment of Production and Copying Charges

The Association may require advance payment by the Requesting Member of the estimated amount of Production and Copying Charges to be incurred in responding to a request for information, which will be estimated by using the amounts prescribed by this Policy. Within thirty (30) business days from the date copies of the requested information are delivered to the Requesting Party, the Association will submit a final invoice to the Requesting Member for the actual amount of Production and Copying Charges incurred by the Association in responding to such request for information ("Final Invoice").

If the estimated amount of Production and Copying Charges exceeds the actual amount of such charges, as reflected in the Final Invoice, the Requesting Member shall be entitled to a refund of the excess amount, and the Association will send payment of such excess amount to the Requesting Member within thirty (30) business days from the date the Final Invoice is sent to the Requesting Member.

If the actual amount of Production and Copying Charges, as reflected in the Final Invoice, exceeds the estimated amount of such charges, the additional amount of Production and Copying Charges incurred by the Association must be paid by the Requesting Member within thirty (30) business days from the date the Final Invoice is sent to the Requesting Member. If the Requesting Member does not timely pay the Association the additional amount of Production and Copying Charges, such amount shall be added to the Requesting Member's account as an assessment.

CERTIFICATION

IN WITNESS WHEREOF, the undersigned, _____, as the duly elected, qualified, and acting Secretary of Canyon Creek Property Owners Association, Inc., a Texas nonprofit corporation, hereby certifies on behalf of the Association that this Records of Production and Copying Policy was duly adopted by the Board of Directors of the Association in a meeting of the Board held on _____, 2022, and shall take effect upon its recording in the Official Public Records of Travis County, Texas.

CANYON CREEK PROPERTY
OWNERS ASSOCIATION, INC.,
a Texas nonprofit corporation

By:_____
_____, Secretary

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on _____,2022, by_____ as Secretary of Canyon Creek Property Owners Association, Inc., a Texas nonprofit corporation, on behalf on said nonprofit corporation.

_____
NOTARY PUBLIC, STATE OF TEXAS