# FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CANYON CROSSING, SECTION ONE

STATE OF TEXAS )( COUNTY OF MONTGOMERY )(

**a** 

## KNOW ALL MEN BY THESE PRESENTS:

This Declaration, made on the date hereinafter set forth by ZBMR, LLC, transferee of all of the rights, but without assuming any of the obligations, a Trustee's Deed recorded under Instrument File Number 2009-109210 of the Official Records, Montgomery County, Texas, of CANYON CROSSING, LLC, hereinafter referred to as "Developer":

### WITNESSETH:

Whereas, the undersigned is the assignee, *inter alia*, of the rights of Canyon Crossing, LLC, the Developer of that certain tract of land known as "CANYON CROSSING, SECTION ONE" being a subdivision of 65.785 acres of land, more or less, situated in the Thomas Toby Survey, A-599, Montgomery County, Texas according to the plat ("Plat") of said Canyon Crossing, Section One recorded in the office of the County Clerk of Montgomery County, Texas, after having been approved as provided by law, and being recorded in Cabinet T, Sheet 1 of the Map Records of Montgomery County, Texas (hereinafter referred to as the "Property" or the "Subdivision"); and

WHEREAS, it is the desire of the undersigned to amend and place certain restrictions, easements, covenants, conditions, stipulations and reservations set forth in the "Declaration of Covenants, Conditions and Restrictions for Canyon Crossing, Section One" ("Declaration"), being recorded under Instrument File Number 319-00-2515 of the Official Records of Montgomery County, Texas, upon and against such Property in order to establish a uniform plan for the development, improvement and sale of Property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said Subdivision.

NOW, THEREFORE, the undersigned, pursuant to the Declaration, Article XI, Section 9.02 Amendments, herby adopts, establishes and imposes amendments to and upon Canyon Crossing, Section One, and declares the following amendments to the Declaration, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, and that said amendments to the Declaration shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, except that no part of these amendments to the Declaration shall be deemed to apply in any manner to any area not included in the boundaries of said Plat, unless specifically provided for herein. The undersigned also declares that this Subdivision shall be subject to the jurisdiction of the "Association" on and after the Control Transfer Date (as defined in the Declaration).

The Declaration is modified as follows:

The last sentence of Section 5.01 is deleted in its entirety and is replaced, as follows:

"Each Owner shall be entitled to a vote or votes equal to the number of Lots owned by said Owner, such that, by way of example, a single Owner who owns six Lots shall be entitled to six votes. No cumulative voting shall be allowed."

The Declaration is hereby amended to add the following:

"Section 6.09 Special Assessments.

- a. Each Owner of a Lot by acceptance of a deed thereof, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant, and agrees to pay the Association special assessments ("Special Assessments"), as hereinafter described.
- b. Any Special Assessments levied by the Developer or the Association, as the case may be, shall be used exclusively for the purpose of defraying the costs of substantial capital expenditures for the promotion of the recreation, health, safety, and welfare of the Owners of the Subdivision and other portions of the Annexable Area that may hereafter may become subject to the jurisdiction of the Association, including, but not limited to, the maintenance, repair, replacement or reconstruction of the Common Areas, any Drainage Easements, and Utility Easements.
- c. For the purpose of substantial repairs and reconstruction of the roadways within the Subdivision and for other capital expenditures, including, but not limited to, and to the extent that funds are sufficient, repair of the entrance gate, addition of a fountain and aerator to the pond, and cleaning and maintenance of drainage ditches, a Special Assessment is hereby assessed in the amount of \$3,500.00 for each Lot, which shall be due on January 20, 2010, and payable on or before March 20, 2010. After the Control Transfer Date, the Secretary shall be instructed by the Board to promptly give notices of such Special Assessment to all Owners of Lots.
- d. All Special Assessments shall be deposited into the Maintenance Fund and shall be administered as described in the Declaration.
- e. Any Special Assessment not paid within thirty (30) days after the payable date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. Special Assessments may be enforced in the same manner and following the same procedures as a maintenance charge, including, but not limited to, the creation of a lien and a Personal Obligation.
- f. As with all Maintenance Funds, it is understood and agreed that the judgment of the Developer or the Association, as the case may be, as to the expenditure

of said funds shall be final and conclusively so long as such judgment is exercised in good faith.

g. After the Control Transfer Date, Special Assessments may be assessed by a majority vote at any Regular Meeting or at a Special Meeting called for that purpose, provide that Owners of 50% of the votes entitled to be voted shall be necessary to constitute a quorum as to any assessment of a Special Assessment.

IN WITNESS WHEREOF, the undersigned, being the transferee of the rights of the Developer herein, has hereunto set its hand as of this 6th day of Jenney 2010 .

ZBMR, LLC, a Texas limited liability company

Rico Brazil, Managing Member

#### THE STATE OF HAWAII

#### COUNTY OF MAUI

This instrument was acknowledged before me on this  $\frac{b}{b}$  day of  $\frac{anuary}{anuary}$  20<u>10</u>, by Rico Brazil, Managing Member of ZBMR, LLC, a Texas limited liability company, for the purposes and in the capacity therein expressed.

NOTARY PUBLIC	(Signature of Notary) LORELET BROWL
No. 88-439	Printed Name of Notary
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Document Date: # Pages:	the State of Hawaii
Notary Name: Lovelin Prim Intercuit	4/30/10
Doc. Description: First Amendment to	I Y NOTANY
Daclaratur	
Compa forman 1/6/0	No. 69-430
Notary Signature Date	EL CELLER CLUB
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