

RESTATED AND AMENDED DEED RESTRICTIONS AND COVENANTS
OF
CANYON PARK PROPERTY OWNERS' ASSOCIATION, INC.

THE STATE OF TEXAS §
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COUNTY OF POLK §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, P. I. Enterprises, A Texas Corporation, hereinafter called the “Declarant”, is record developer of that certain tract of land which has heretofore been platted into that certain subdivision, known as CANYON PARK, out of the following described properties in Polk County, Texas, according to the plat thereof filed for record in Vol. 340 Page 465 et. seq., in the Map Records of Polk County, Texas;

Section 1. Being 78.310 acres of land (lots 1 thru 259) and (A 1-13) and (B 1 thru 8) out of Percy Isgitt 220.671 acre tract in the A.M. De Lajarza Survey, A-43, as described in Vol. 256, page 728 of the Deed Records of Polk County, Texas.

Section 2. Being 117.196 acres of land (lots 1 thru 438) in the A. M. De Lajarza Survey, A-43 and being a portion of a 220.672 acre tract, and a portion of the C. F. Dunnan Survey, A--221 tract as described in Vol. 267, Page 500 of the Deed Records of Polk County, Texas.

Section 3. Being 19.31 acres of land (lots 1 thru 56) in the A. M. De Lajarza Survey, A----43, and being a portion of a 220.672 acre tract, as described in Vol. 256, Page 728 of the Polk County Deed Records.

Section 4. Being 122.210 acres of land (lots 1 thru 425) in the A.M. De Lajarza Survey, Abst. 43 and the C. F. Dunnan Survey, Abst. 221, being 8.044 acres as

described in Volume 256, Page 728, and 114.176 acres described in Volume 267, Page 500 of Polk County Deed Records.

WHEREAS, said P. I. Enterprises having assigned all their interests to the subdivision known as Canyon Park to The Canyon Park Civic Committee, (now known as The Canyon Park Property Owners Association Inc.) and The Canyon Park Property Owners Association, Inc. and as further described in certain General Warranty Deeds filed for record with The County Clerk of Polk County, Texas and recorded at Volume 471, Page 1, et. seq.; and Bill of Sale filed for record with the County Clerk of Polk County, Texas recorded at Volume E, Page 93, et seq.; and

WHEREAS, the By-laws of Canyon Park Property Owners Association, Inc. specifically Article 1, provides for the adoption of the original restrictions and further grants the Association authority to amend the covenants and restrictions as provided for in such By-laws.

WHEREAS, said Declarant having established restrictions on the improvement, use and sale of said property, which shall apply equally to all the lots in said subdivision as herein stated, and are for the mutual protection and benefit of all future owners in said subdivision to be considered as covenants running with the land and binding upon all future owners and enforceable by any one of the land owners in said subdivision until June 1ST, 2000 A.D., whereupon such restrictions shall terminate and cease, unless extended as hereinafter provided, to-wit:

NOW, THEREFORE, Canyon Park Property Owners Association, Inc. by and through its duly Elected and Qualified Officers and Board of Directors, and after approval of these Restated and Amended Restrictions and Covenants by a majority vote of the members of the Association and by this instrument signed and filed for record, hereby restate and amend the restrictions and covenants identified and set forth above, by restating and amending the Deed Restrictions for Canyon Park Subdivision, which amended and restated restrictions and covenants shall read as follows:

Restated and Amended Deed Restrictions and Covenants

Of Canyon Park Property Owners Association

For the purpose of enhancing the value and desirability of the lots or tracts constituting such subdivision, Canyon Park Property Owners Association, Inc. hereby declares that the real property situated within the subdivision and each part thereof shall be held, sold and conveyed only subject to the following reservations, easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in any lot or tract constituting a part of said subdivision or any portion thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof:

Each contract, deed, deed of trust, or other instrument which may be hereafter executed with respect to any property situated within the subdivision shall be deemed and held to have been executed, delivered and accepted subject to all the terms and provisions contained herein, regardless of whether or not any of such terms and provisions are set forth or referred to therein.

RESERVATIONS

1. (a). The utility easements shown on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility authorized to operate and/or operating in Polk County, Texas, as well as for the benefit of the Canyon Park Property Owners Association Inc., and the property owners in the subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power lines, telephone lines, gas lines, water lines, sanitary sewers, storm sewers and any other utility or service which Canyon Park Property Owners Association, Inc. may find necessary or proper.

(b). Neither Canyon Park Property Owners Association, Inc. nor their heirs, successors or assigns, using said utility easements shall be liable for any of their agents, or employees, to shrubbery, trees, flowers, or other property of the land owner situated on the land covered by said utility easements.

RESTRICTIONS

The provisions hereof, including the reservations, easements, covenants, conditions, and restrictions herein set forth, shall run with the land and shall be binding upon the Canyon Park Property Owners Association, Inc., and all person or parties claiming under them for a period of 10 years from the date hereof, at which time all such provisions shall be automatically extended for successive periods of ten (10) years, and instrument signed by a majority of the then owners of the property in the subdivision, shall have executed and recorded an instrument changing the provisions, hereof, in whole or in part, the provisions of said instrument to become operative during the particular period in which such instrument is executed and recorded, whether such particular period be the aforesaid 10 year period or any successive ten (10) year period thereafter.

In the event of any violation or attempted violation of any of the provisions hereof, including any of the reservations, easements, covenants, conditions, or restrictions herein contained, enforcement shall be authorized by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such provisions, including, but not limited to, a proceeding to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereby may recover such damages as such person has sustained by reason of the violation of such provision. Any person found to have violated or to have preempted to violate any of the provisions hereof in any proceeding at law or in equity hereby agrees to pay to the opposite party reasonable attorney's fees for the service of the opposite party's attorney in the action or proceeding, such fees to be fixed by the Court.

It shall be lawful for Canyon Park Property Owners Association Inc., or any person or persons owning property in the subdivision to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any of the provisions of this instrument. Failure by any person entitled to enforce

the provision hereof shall in no event be deemed a waiver of the right to do so thereafter.

Should any portion of this instrument for any reason be declared invalid, such decision shall not affect the validity of the remaining portion, which remaining portion shall remain in full force and effect as if this instrument had been executed with the invalid portion thereof eliminated.

No violation of the provisions herein contained, or any portion thereof, shall affect the liens created by any mortgage, deed of trust or other instrument presently of record or hereinafter placed of record or otherwise affect the rights of any person holding under the same; and the liens created by any of such instruments may, nevertheless, be enforced in accordance with its terms; provided, however, that the provisions hereof shall be binding on any owner whose title is acquired by judicial or other foreclosures, by trustee's sale or by other means.

COMMERCIAL LOTS

The following numbered lots have been set aside and designated for commercial use only.

- a. Lots (A-1 thru A-13; and Lots (B-1 thru B-9) of **SECTION 1**; and
- b. Lots (1 thru 24) of **SECTION 4**.

Any type of commercial activity, along with plans and specifications for the construction and use of these designated commercial lots, shall be approved by the Architectural Control Committee in writing, prior to commencing any commercial type of activity or construction.

- a. Any equipment, inventory, materials, or unsightly items must be enclosed in a fenced area and out of view from any other adjacent lot or street.
- b. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood or the Subdivision as a whole.

1. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any tract at any time as a residence.
2. If open carports are used, no unsightly storage and/or unsightly vehicles shall be permitted therein. Further, no unsightly storage, items, or vehicles shall be permitted in view of other residents of Canyon Park.

RECREATIONAL VEHICLE AND CAMPERS

Recreational Vehicles and Campers manufactured by a Recreational Vehicle Company, having a minimum length of fifteen (15) feet, with adequate plumbing facilities installed in same; and upon prior approval, in writing, by the Architectural Control Committee, may be installed on any lot in **SECTION 3**.

Recreational Vehicles and Campers, meeting the above requirements, may be installed on any residential lot in **SECTION 4 (EXCEPTING** on lots 36 thru 85 which must contain a minimum of 750 sq. feet of livable floor space, excluding carports or porches).

Hand made campers, converted buses, and paneled type trucks are not considered to be recreational vehicles; and will not be permitted on any lot or lots.

All Recreational Vehicle Homes or Campers must be approved in writing by the Architectural Control Committee, as to its size, condition, appearance and sanitary facilities; before installation or storing on any lot or tract.

It is prohibited to add on to any recreational vehicle or camper to increase the livable square footage.

SINGLE FAMILY RESIDENCE ONLY

1. All lots, excepting those designated “COMMERCIAL” and “RECREATIONAL VEHICLE” lots shall be used for single family residential purposes only. The term “residential purposes” as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and all other commercial uses, as all such uses of said property are hereby expressly prohibited.

2. No building shall be erected, altered, placed or permitted to remain on any residential tract other than on detached single-family dwelling and private garage, and

3. No building shall be erected, altered or permitted to remain on any lot within the subdivision other than one single family residential dwelling not to exceed two (2) stories in height and a private garage (or other covered car parking facility or barn), shall not exceed the height of such residential dwelling. All storage buildings, and barns shall be built fifteen (15) feet behind the front property line.

4. The living area of each single-family residential dwelling (exclusive of open or screen porches, terraces, driveways, garages (or other covered car parking facility and storage building) shall not be less than eight hundred (800) square feet if the same be a one-story dwelling, and not less than fifteen hundred (1500) square feet, if the same be a two (2) story dwelling or the square footage specified upon the plat, whichever is greater. The exterior materials of all structures permitted to be constructed or erected upon a lot within the subdivision shall be as follows:

(a) The residential structure and any attached garage (or other covered car parking facility) shall be wood, brick, stone or its equivalent;

(b) a detached garage (or other covered car parking facility) may be wood, brick, stone or its equivalent, or a combination of the same; and

c) The storage building, covered parking facility or barn may be of wood, brick, stone, metal, metallic or equivalent, or a combination of the same, if written approval be first granted in writing by the Canyon Park Property Owners Association, Architectural Control Committee.

5. No building shall be located on any lot nearer than fifteen (15) feet from the front set back line or nearer to the side street line than the minimum building set-back lines designated on the plat of said subdivision or nearer than five (5) feet to an interior side lot line or nearer than five (5) feet to the rear lot lines.

6. No building or other improvements of any character shall be created or placed, or the erection or placing hereof or any addition made thereto, or exterior alteration made therein after the original construction, on any property in the subdivision until the construction plans and specifications and a plat showing the location of specific building or other improvements have been first approved in writing by the Canyon Park Property Owners Association, Inc., Architectural Control Committee. If said construction plans and specifications and plat be not approved or disapproved by the Committee within thirty (30) days after the same have been submitted to the Committee, the same shall be deemed to have been approved by the Committee; provided, however, such building or other improvements must be constructed in strict compliance with all other terms and provisions contained in this instrument.

7. The Architectural Control Committee, shall have the same authority over park and public areas, and no structure or improvement shall be placed thereon except as a community project and upon the approval of the Architectural Control Committee.

8. No lot in the subdivision may be subdivided in less than a ½ lot tract and the configuration must be approved by the Canyon Park Property Owners Association, Inc., Architectural Control Committee. Any road built to subdivide

any lot must be approved in writing by the Committee and in no event shall any road ever be extended through any lot past the exterior perimeter of the any subdivision.

9. No structure of a temporary character, or any modular home, trailer, mobile home, basement, tent, shack, garage, barn or other building shall be used on any lot within Canyon Park Subdivision, Single Family Dwelling Section at any time as a residence, without prior written approval by the Architectural Control Committee.

10. All buildings constructed upon any lot within the subdivision must be "dried in" within three (3) months from the date construction commences and completed within six (6) months from the date construction commences unless such period is extended in writing by the Canyon Park Property Owners Association, Inc., Architectural Control Committee. As used herein, the term "dried in," means that the outside exterior of the building must have the appearance of a completed building. No building material of any kind or character shall be placed or stored upon any parcel greater than sixty (60) days before construction of a building or improvements are commenced, and then such material shall be placed within the building lines as established above. At the completion of such building or improvements, such material must be immediately removed from the premises. No stumps, trees, underbrush and/or refuse of any kind or scrap material from improvements being erected on any other parcel, shall be placed or stored on streets or easements. Exposed openings resulting from any excavation made on any parcel shall be back filled and the disturbed ground shall be leveled. No change of elevation on any parcel greater than two (2) feet shall be made without the approval of the Committee.

11. No rubbish, trash, garbage, manure, debris or other waste material shall be kept or permitted on any lot within the subdivision except in sanitary containers located in appropriate areas concealed from public view. Owners shall keep the drainage easements free of obstructions. No act may be performed which is likely to pollute the air or water in any part of the subdivision. Nor may any

property owner violate any ordinance designed to eliminate pollution at that time in force whether it be State, County, or other Regulatory Agency.

12. Garbage depositories, clotheslines, LP Gas storage tanks, and mobile home tongues on every site, lot or tract, must be enclosed and hidden from view of all residents in Canyon Park.

13. No business or commercial activity of any kind shall be conducted on or from any lot within the subdivision, other than those areas specifically designated for such use.

14. No noxious or offensive activity shall be carried on upon any lot within the subdivision, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

15. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any residential tract, except that dogs and cats may be kept, provided they are not kept, maintained or bred for any commercial purposes.

16. No dogs may be allowed to run at large in the subdivision and all dogs when not on any owner's property must be kept on a leash.

17. Any household pets or wild animals of an unusual or extraordinary nature are prohibited.

18. No sign of any kind shall be displayed to public view on any lot within the subdivision, except customary name and address signs and lawn signs of not more than three (3) square feet in size advertising the property for sale or rent, or small signs used by the builders and realtors to advertise during the construction and sales period.

19. Nothing shall be done or kept on any lot within the subdivision and no owner shall permit anything on any lot, which would be in violation of any law.

20. All lots within the subdivision shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall in no event use any lot within the subdivision for storage of material and/or equipment except

for normal residential requirements, and with prior approval, in writing, by the Architectural Control Committee.

21.All lots shall be maintained, mowed, cleared of dead trees and brush and cleaned at least twice per year so as to prevent any health hazard or physical damage or threat to adjoining lot owners.

22.No boat, motor home, trailer, camper, tractor mower or other machinery shall be stored or maintained on any lot within the subdivision unless the same be kept at least fifteen (15) feet from any front road or street lot line without approval in writing of the Canyon Park Property Owners Association, Inc., Architectural Control Committee.

23.No abandoned automobiles, boats, motor homes, vehicles or machinery that is inoperable or without a current year's license shall be maintained or permitted to remain on any lot or street within the subdivision. All such items shall be towed away at the owner's expense.

24.No trucks with more than two (2) axles are allowed, except for deliveries or to move in/or out of a residence.

25.No wall, fence, planter or hedge in excess of six (6) feet high shall be erected or maintained nearer to the front line than the front building set-back line, nor on corner lots nearer to the side lot line than the building set-back line parallel to the side street. No rear fence, wall or hedge and no side fence, wall or hedge located between the side building line and interior lot line (or located on the interior line) shall be more than six (6) feet high. Provided, Canyon Park Property Owners Association, Inc., Architectural Control Committee may grant permission to build decorative fences. No fence shall be constructed of barbed wire or similar materials.

26.No property located within the subdivision shall be used or permitted for hunting or for the discharging of any pistol, rifle, shotgun or any other firearm, or any bow and arrow or any device capable of killing or injuring.

27. Driveways shall be entirely paved of concrete, asphalt, or crushed rock (or a combination of the foregoing materials) and plans and specifications for driveways shall be included with the construction plans and specifications to be submitted for approval to the Canyon Park Property Owners Association, Inc., Architectural Control Committee as provided for herein.

28. Drainage structures where required under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back water, and shall be a minimum of twelve (12) inch diameter pipe culvert, or such larger diameter as the committee shall require.

29. No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any lot within the subdivision, nor shall any oil or gas wells, tanks, tunnels, mineral excavation or shafts be permitted on any lot.

30. Each owner of a lot within the subdivision shall, at his sole cost and expense, repair all building or other improvements of any character on his lot, keeping the same in a condition comparable to the condition of such building or other improvements at the time of their initial construction, excepting the normal wear and tear.

31. No building of frame construction shall be erected on any tract unless same shall at time of construction receive at least one (1) coat of stain or two (2) coats of paint.

32. If all or any portion of buildings or other improvements be damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair or reconstruct the same in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs and shall be completed within six (6) months after the damage occurs. Unless prevented by causes beyond the control of the owner or owners. Notwithstanding anything contained in this Paragraph to the contrary, the owner

of the lot upon which a building or other improvement has been so damaged or destroyed shall not be required to rebuild, repair or reconstruct provided the building or other improvement which has been so damaged or destroyed is removed from the lot and provided, further, the lot remains in a sanitary, healthful and attractive condition.

33.No outside privies or toilets shall be permitted in this subdivision. All toilets shall be inside the houses, and prior to the occupancy, the same shall be connected to central sewage disposal system if there is one in existence at such time, to serve the subdivision, but if no central sewage disposal system is in existence at such time, then all toilets shall be connected to a septic tank at the expense of the person building on the building tract, and such septic tank shall have a field line and shall be constructed and maintained in accordance with the requirements of the State Health Department and shall be subject to the inspection and approval of such authority, provided however, then whenever a central sewage treatment plant and disposal system shall be established to serve this subdivision, whether publicly owned or privately owned or operated then all of the tract owners and/or occupants to whom such disposal service is available shall immediately subscribe to such service and shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefore at their expense, and from and after the time such sewage disposal service becomes available to any lot, no septic tank whether theretofore or thereafter built or installed, shall be used in connection with any tract.

34.If open carports are used, no unsightly storage and/or unsightly vehicles shall be permitted therein. Further, no unsightly storage, items, or vehicles shall be permitted in view of other residents of Canyon Park.

MOBILE HOMES

Mobile Homes shall include but is not limited to, mobile homes, modular homes, manufactured homes and double-wides.

All mobile homes shall be located in accordance with the building specification as described below:

1. No residential structure shall be constructed on any residential tract in Section 1, and Lots 1 thru 21 of Section 2, unless its living area has a minimum of 900 square feet of floor area, exclusive of porches, decks, patios, carports, and garages.

2. No residential structure shall be constructed on any residential tract in Section 2 (except 1 thru 21 that must contain 900 square feet of floor area), Section 3 and Section 4, unless its living area or floor area, exclusive of porches, decks, patios, carports, and garages contains 750 square feet. Outside construction of all residences shall be completed within four (4) months from the date of the beginning construction unless such period is extended in writing by the Architectural Control Committee.

3. No mobile home may be placed on any lot until approved in writing by the Architectural Control Committee as to size, condition, appearance, and skirting. Said mobile home must have complete sanitary facilities, including among others, a lavatory, toilet, wash basin, tub, or shower, kitchen sink, and must be connected to sewage outlets.

4. All Mobile, Modular, and Manufactured Homes must be fully skirted within three (3) months of set up or moving onto a lot or tract.

5. No outside privies or toilets shall be permitted in this subdivision. All toilets shall be inside the houses, and prior to the occupancy, the same shall be connected to a central sewage disposal system if there is one in existence at such time, to serve the subdivision, but if no central sewage disposal system is in existence at such time, then all toilets shall be connected to a septic tank at the expense of the person building on the building tract, and such septic tank shall have a field line and shall be constructed and maintained in accordance with the requirements of the State Health Department and shall be subject to the

inspection and approval of such authority, provided however, then whenever a central sewage treatment plant and disposal system shall be established to serve this subdivision, whether publicly owned or privately owned or operated then all of the tract owners and/or occupants to whom such disposal service is available shall immediately subscribe to such service and shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefore at their expense, and from and after the time such sewage disposal service becomes available to any lot, no septic tank whether theretofore or thereafter built or installed, shall be used in connection with any tract.

6. No Mobile home shall be located on the site until it may be placed on piers constructed of concrete foundation pads and foundation blocks. Said piers shall be located and spaced in accordance with the manufacturer's recommendations and specifications. Mobile homes shall be tied down in accordance with the manufacturer's recommendations and specifications.

7. Mobile home utilities, except electricity, shall be brought into or exit from the home, underground from the easement line or septic system and be connected to the home within the area of the home covered by the Architectural Control Committee approved skirting.

8. All mobile homes shall have porches, decks, or patios having an area of at least 200 square feet or 25% of the total living area, whichever is smaller. All porches or decks must be skirted in style harmonious with the rest of the mobile home and which has been approved by the Architectural Control Committee.

9. No garages or outbuildings shall be constructed, placed or excavated until plans and specifications shall be approved by the Architectural Control Committee.

10. If open carports are used, no unsightly storage and/or unsightly vehicles shall be permitted therein. Further, no unsightly storage, items, or vehicles shall be permitted in view of other residents of Canyon Park.

11. No structures of a temporary character, trailer, mobile home, basement, tenet

shack, garage, barn or other outbuilding shall be used on any tract at any time as a residence, either temporarily or permanently, unless approved by the Architectural Control Committee.

OTHER PROVISIONS

1. No construction shall be allowed closer than twenty-five (25) to the rim of any canyon or bluff, except with the written approval of Architectural Control Committee; such approval to be granted only in the cases of absolute necessity, and at the discretion of the Architectural Control Committee.
2. The building of any structure or the operation of any mechanical vehicles, including, but not limited to bicycles, motorcycles, go-carts, mini bikes, all-terrain vehicles, cars or trucks, shall not be permitted within any canyon except with the specific written approval of the Architectural Control Committee.
3. There shall be no destruction or decimation of any canyon by any person, property owner, or otherwise.
4. Canyon front lot owners shall be responsible for the care and protection of any canyon or part thereof which is a part of their lot or lots.
5. Homes must be set on either concrete foundations or piers. If sat on piers homes must be surrounded by a skirting harmonious to the décor and design of the house.
6. All lots must be neatly maintained, kept free of all trash, rubbish, garbage, etc. and mowed. This shall be the responsibility of each lot owner and if not adhered to, will be handled by the Subdivision at the lot owners' expense.
7. No septic tank or septic tank drain field shall be allowed within 150 feet of any well site or underground reservoir constructed for the purpose of furnishing water to the lot owners within the subdivision.
8. No tile or concrete sewers shall be allowed within 50 feet on any well or

underground reservoir constructed for the purpose of furnishing water to the lot owners within the Subdivision.

9. No sewage treatment plants shall be allowed within 500 feet of any water plant site constructed for the purpose of furnishing water to the lot owners within the subdivision.

10. No sewer manholes shall be allowed within 50 feet of any water well or underground reservoir constructed for the purpose of furnishing water to the lot owners within the subdivision.

11. Each lot owner shall be charged a reasonable sum for water used in accordance with a rate schedule furnished by the Canyon Park Water Supply Corporation.

12. There are to be no Garage Sales on any lot or tract except for the first weekend in April and September of each year.

MAINTENANCE FEES

1. Each lot in the subdivision shall be and is hereby made subject to an annual maintenance charge, except as hereinafter provided. The maintenance charge referred to shall be used to create a fund to be known as the Maintenance Fund. Each such maintenance charge shall be paid by the owner of each lot annually or monthly, in advance, with the payment being due and payable on or before December 31 of the calendar year in which the lot owner acquires title; thereafter, the same shall be due and payable on or before December 31, of each year beginning the January 1st next after each owner acquired title to his lot. The maximum amount of each maintenance charge shall be \$5.00 per lot per month, and may not be increased without a vote of the majority of the owners of lots herein made subject to the maintenance charge. Failure of any lot owner to pay

such assessment as herein provided shall be construed, among other things, as a forfeiture of his rights to use the parks.

2. The Maintenance fund charges collected shall be paid into the Maintenance Fund to be held and used exclusively for the benefit, directly or indirectly, of the subdivision; and such Maintenance Fund may be expended by the Canyon Park Property Owners Association, Inc., for any purpose or purposes which, in the sole judgment of the Canyon Park Property Owners Association, Inc., will tend to maintain the property values in the subdivision, including, but not by way of limitation; providing for the maintenance and repair of the street and roads shown on the aforesaid recorded plat; enforcement of the provisions of this instrument; and, for the maintenance, operation, repair benefit and welfare of any recreational facilities which might be hereafter established in Canyon Park. The use of the maintenance fund for any of these purposes is permissive and not mandatory, and the decision of the Association with respect thereto shall be final, so long as made in good faith.

VENDOR'S LIEN

1. In order to secure the payment of the maintenance charge hereby levied a, Vendor's Lien shall be and is hereby reserved in the deed from the Association to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the Canyon Park Property Owners Association, Inc. Such maintenance charges which are not paid promptly when due, shall bear interest from and after the due date at the maximum amount allowed by law, and The Canyon Park Property Owners Association, Inc. shall be entitled to collect reasonable collection charges, including attorney fees, with respect to any maintenance charge which is not paid promptly when due. Such interest, collection charges and attorney fees shall be secured in like manner as the maintenance charge.

- 2. The provisions of this instrument relating to the maintenance charge and t the Maintenance Fund shall continue in effect unless changed in the manner at the time or times provided for herein, for changing other provisions set forth in this instrument.**
- 3. As used herein, the word “lot” shall mean any plot of land as shown on the recorded subdivision map referred to above and any subsequent subdivision of a lot as hereinabove described and as allowed by this document. Each such resubdivision shall be duly recorded with the County Clerk and also referred to as a lot for all purposes.**
- 4. All of the provision contained in this instrument shall be covenants running with the land thereby affected. The provisions of this instrument shall be binding upon and inure to the benefit of the owners of the land affected and the Declarant and their respective heirs, executors, administrators, successors and assigns.**
- 5. These restrictions do not apply to any area marked “RESERVE” on the plat above referred to unless same are used for residential purposes.**
- 6. The pronouns used in this instrument are in the masculine gender but shall be constructed as feminine or neuter as the occasion may require.**