

DOC#
09937**Canyon Park Property Owners Association**

PO Box 1735
Onalaska, TX 77360
(936) 646-4445
canyonparkpoo2020@gmail.com

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 (8 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, A-43 and the C. F. Dunnan Survey, A-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 Bylaws 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.

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.


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Reservations

- R1 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.
- R2 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 any of such terms and provisions are set forth or referred to therein.
- R3 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.
- R4 For the purpose of setting forth a substantially uniform plan of development, the Owner of Canyon Park Subdivision does hereby covenant and provide that he, his heirs, administrators, and assigns, and all parties holding title by, through and under them, shall hold such land subject to the following restrictions running with the land which shall be observed by themselves, their heirs, administrators, and assigns, and shall run in favor of, and be enforceable by any person who shall hereafter own any of said tracts of land above described, SAVE AND EXCEPT the park areas which shall not be in any manner restricted hereby unless specifically referred to, and further provided that Owner may select a suitable tract for location of water well and facilities.
- R5 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.
- R6 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., at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument voted on by a majority of quorum of the then owners of the tract has been recorded, agreeing to change of said covenants in whole or part.


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- R7 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 damages as such person has sustained by reason of the violation of such provision. Any person found to have violated or to have attempted 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 services of the opposite party's attorney in the action or proceeding, such fees to be fixed by the Court.
- R8 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.
- R9 Canyon Park Property Owners' Association, Inc. strictly adheres to the Canyon Park Deed Restrictions and helps to enforce all city, county, state, and federal laws, regulations, requirements, executive orders, ordinances, etc.
- R10 **COMMERCIAL LOTS** – The following numbered lots have been set aside and designated for commercial use only.
- a) Lots (001A thru 013A) and Lots (001B thru 009B) of Section 1
 - b) Lots (001 thru 024) 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 CPPOA Architectural Review Authority in writing, prior to commencing any commercial type of activity or construction.
- R11 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.
- R12 No lot in the Subdivision may be subdivided in less than one half ($\frac{1}{2}$) lot tract and the configuration must be approved by the Canyon Park Property Owners' Association, Inc., Architectural Review Authority. Any road built to subdivide any lot must be approved in writing



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Deed Restrictions

Architectural Guidelines and Restrictions

- A1 Before any Application for Construction shall be approved by the Architectural Review Authority, the annual maintenance and any other fees owed must be current.
- A2 The Canyon Park Property Owner's Association, Inc., 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.
- A3 No lot in the Subdivision may be subdivided in less than one half (½) lot tract and the configuration must be approved by the Canyon Park Property Owners' Association, Inc., Architectural Review Authority. 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 Subdivision.
- A4 No building or other improvements of any character shall be created, placed, or erected or any additions or exterior alterations made after 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 Architectural Review Authority and in accordance with the Canyon Park **ARA Application for Construction Fees** document.
- A5 No building shall be erected, altered, or permitted to remain on any lot within the Subdivision other than one (1) single family residential dwelling not to exceed two (2) stories in height and a private garage (or covered car parking facility or barn), shall not exceed the height of such residential dwelling. All storage buildings and barns shall be built fifteen feet (15') behind the front property line.
- A6 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 Architectural Review Authority (ARA). 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 materials of any kind or character shall be placed or stored upon any lot greater than sixty (60) days before construction of the building or improvements are commenced, and then such materials 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 of scrap material from improvements being erected or any other parcel, shall be placed or stored on streets or easements.



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- A7 No outside privies or toilets shall be permitted in this Subdivision. All toilets shall be inside houses and prior to occupancy. The same shall be connected to the City of Onalaska sewage disposal system (Polk County Fresh Water). All the tract/lot owners, and/or occupants 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. No new septic tanks will be installed on any tract/lot either with existing housing or new construction.
- A8 Homes either constructed or manufactured must be set on concrete foundations or piers. Piers must be 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. Homes on piers must have skirting approved by the ARA.
- A9 No residential dwelling shall be placed on a residential tract in Canyon Park unless the living area has a minimum of 900 square feet of floor area, exclusive of porches, patios, carports, and garages. All residential dwellings must comply with current building codes and HUD approved.
- A10 All residences are to have a driveway. Driveways shall be entirely paved 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 the approval by the CPPOA Architectural Review Authority.
- A11 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 15-inch diameter pipe culvert, or such diameter as Canyon Park Architectural Review Authority shall require. Culverts and easements must be free of obstructions such as trash, leaves, or other debris. It is the property owner's responsibility to maintain the culverts below the driveways of their property.
- A12 No wall, fence, planter, or hedge more than six feet (6') 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 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 feet (6') high. No fence shall be constructed of barbed wire or similar materials. No planters, hedges, trees, or other foliage shall be in the easements (15 feet from road). In no instance should any wall, fence, planter, or hedge block or impede the sightline for drivers and/or pedestrians on the road.
- A13 All mobile homes and pier and beam homes shall have porches, decks, or patios having an area of one hundred (100) sq ft. All porches or decks must be skirted in a style harmonious with the rest of the home and approved by the Canyon Park Architectural Review Authority. Construction of porches and skirting must be completed within three (3) months of the completion of home.


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- A14 No mobile home is to be placed on any lot until approved in writing by the Canyon Park Architectural Review Authority (ARA) and in accordance with the Canyon Park ARA Application for Construction Fees document, as to size, condition, appearance, and skirting. Mobile homes must have complete sanitary facilities, including but not limited to a lavatory, toilet, wash basin, tub or shower, kitchen sink, and must be connected to sewage outlets. All mobile, modular, and manufactured homes must be fully skirted within three (3) months of set up or moving onto a lot or tract. Any extension to timelines must be approved by Architectural Review Authority. All mobile homes must be purchased from a dealer or manufacturer. If a mobile home is currently on the property, the owner may upgrade with a year and model with a manufacture date within 120 months (10 Years) of ARA application. If the property does not have an existing mobile home the manufacture date must be within 60 months (5 years) of the ARA application. Any extension to timelines must be approved by Architectural Review Authority
- A15 Garbage depositories, gas storage tanks, and mobile home tongues on every site must be enclosed and hidden from view of all residents in Canyon Park.
- A16 Utilities entering all mobile homes shall enter or exit from the home underground from the easement line and be connected to the home within that area of the home. All utilities connections are subject to utility compliance codes.
- A17 No building or structure except fences shall be located on any lot nearer than fifteen feet (15') from the easement or nearer than five feet (5') to an interior side lot lines or nearer than five feet (5') to the rear lot lines.
- A18 No building or structure except fences shall be located on any lot nearer than twenty-five feet (25') from a canyon in all directions.
- A19 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 CPPOA Architectural Review Authority.
- A20 Exposed openings resulting from any excavations 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 feet shall be made without the approval of the Architectural Review Authority.
- A21 If all or any portion of buildings or other improvements are damaged or destroyed by fire or other causality, 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 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 within this Paragraph to the contrary, the owner of the lot


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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.

A22 All recreational vehicles and campers must be manufactured by a recreational vehicle company having adequate plumbing facilities installed. Hand-made campers, converted buses, and paneled type trucks are not considered to be recreational vehicles and will not be permitted on any lot.

A23 Chickens are allowed under the following provisions:

- Animal owners must comply with city, county, and state ordinances.
- In no event shall roosters be included, and provisions are provided for laying hen chickens.
- Animal owners must obtain an approved "Application for Construction" from the Canyon Park Architectural Review Authority prior to erection or placement of the animal enclosure.
- Any electrical or heat sources must comply with the City of Onalaska building codes.
- Chicken coops must be located at least five feet (5') away from the side property line, at least ten feet (10') away from the back property line, and at least fifty feet (50') from an adjacent dwelling. If a property is vacant and later has a structure built, the chicken coop will not be grandfathered in and must be moved to meet all city ordinances and the Subdivision Restrictions and Reservations of Canyon Park.
- The coop must have at least four square feet (4 sq ft) of roosting space within the enclosure per animal and be raised off the ground.
- In addition, each chicken must have at least eight square feet (8 sq ft) per animal of roaming space within the enclosure.
- Animal owners must maintain a clean coop that protects their hens from predators.
- Food and water must always be available, and the animals must stay in the coop from dusk to dawn. No free range chickens.
- The outdoor slaughter of chickens is not allowed.
- No other fowl is allowed.


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

Assessments

- AS1 Upon the sale or execution of contract for deed, the purchaser shall be liable for a maintenance charge of three dollars and zero cents (\$ 3.00) for each lot, for the purposes of creating a fund to be known as "Canyon Park Maintenance Fund" to be paid by the owners of each lot in conjunction with a like charge to be paid by the owners of other lots in Canyon Park, the same to be secured by a vendor's lien upon such lots. Such sum shall be paid at the time of purchase of a lot and no the same date thereafter to the developer of Canyon Park, or his assigns. Such monthly charge may be adjusted from year to year by said developer at the needs of the property may in his judgment require, but in no event shall such charge be raised above three dollars (\$3.00) per month, unless agreed to by a majority of the lot owners. Funds arising from said charges will be applied so far as is sufficient toward the payment of maintenance expenses or construction costs incurred for any or all of the following purposes:
- a Lighting, improving and maintaining the streets, employing policemen and watchmen, caring for vacant lots, construction of clubhouse facilities and other similar recreational facilities, and doing any other things necessary or desirables in the opinion of said developed to keep the property neat and in good order and which he considers of general benefit to the owners or occupants of the Subdivision. It shall be understood that the judgment of said developer in expenditure of said funds shall be final so long as such judgment is exercised in good faith.
 - b All conveyance of lots shall be subject to such maintenance charge and by acceptance of his deed or contract for deed, each purchaser consents and acknowledges that said developer shall have no obligations to furnish maintenance, or do any other things described in this restriction other than from maintenance funds.
 - c However, the maintenance charges herein provided is hereby declared to be second and inferior and a second lien to any vendor's lien, material man's or mechanic's lien, Deed of Trust lien, or other security for the payment of any lot in said subdivision, or for improvements made on any lot therein, and such vendor's lien, material man's or mechanic's lien, Deed of Trust lien, or other such security, made, given or retained therefore, together with any extension or successive extension thereof, shall be and is hereby declared to be a first lien until such time as final payment thereof has been fully made.
- AS2 New lot ownership, effective the date of recording of a passing vote, will have annual maintenance fees of \$180.00 (One hundred eighty USD) per lot per year. This increase does not include current lot owners; however, any additional lots purchased after the effective date will



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be at this rate. All maintenance fees, new or current, can be subject to the yearly maintenance fee increase of up to \$3.00 per month per lot per year without a vote from the property owners and when necessary with approval by the presiding board.

- AS3 The Maintenance fund charges collected shall be paid into the Maintenance Fund to be held and used exclusively for the benefit of the subdivision; and such maintenance fund may be expended by the Canyon Park Property Owners Association, Inc. (CPPOA) for any purposes which, in the sole judgment of the POA will tend to maintain the property values in the subdivision, providing for the maintenance and repair of the roads shown on the 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 POA with respect thereto shall be final so long as made in good faith.
- AS4 The Board of Directors, as defined in Section 4.01 of the Bylaws, has the right to set reasonable fees related to office functions such as transfers, late fees, documentation reproductions, mailing, etc. to manage the affairs of the Corporation. Fees shall be in accordance with the **Administrative Fee Assessments** instrument.
- AS5 To secure the payment of the maintenance fee, the CPPOA may levy an Assessment Lien or a Judgment in accordance with **Assessment Collection Policy**. The CPPOA shall be entitled to collect annual maintenance fees, reasonable late fees, collection charges including legal fees, and shall be secured as maintenance fees. The **Assessment Collection Policy** maybe amended from time to time to accommodate changes in current legal procedures.
- AS6 If the property is rental property with a single-family residence, the owner of the property must ensure that there shall not be any daily, weekly, or monthly leases. The minimum lease time shall be no less than twelve (12) months. All proper documentation for the lease must be provided to the Canyon Park Property Owner's Association. All property owners are responsible for ensuring that the property is maintained for appearance.
- AS7 If a property owner sells any lot, the owner is to notify CPPOA, within 10 days of the sale, with the name and address of the buyer so that the aforesaid property ownership may be updated, and any assessments may be collected from the new owner. All new property owners must submit a copy of the deed to the CPPOA office to be put on file. It is the property owner's responsibility to update their information with the POA with any changes to their contact details.


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General Provisions

- GP1 Canyon Park Subdivision has garage sales on the last weekend in April of each year and the last weekend in September of each year. However, at the expense of \$10.00 per day, and the approval of the CPPOA, anyone may hold an estate sale, garage sale, yard sale or the like at any time. In accordance with the **Helping Hands Collection Policy**, one hundred percent (100%) of these funds will go into an account known as the "Helping Hands Account", which will provide funds to the Subdivision property owners in need of help to be used for clean-up and general maintenance.

EXECUTED this 21 day of October 2025, by and said Board of Director, Vice President of Canyon Park Property Owners Association, Inc. and to become effective upon filing with the County Clerk of Polk County, Texas.



Charles Smith, Vice President of Canyon Park POA

State of Texas
County of Polk

Before me, the undersigned on this day personally appeared. Robert Simard, President of the Board of Directors of Canyon Park Property Owners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the act of such incorporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal office, this 21 day of October 2025 A.D.



Dalene Felder, Notary Public, State of Texas



2025-2631-521



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FILED FOR RECORD
2025-11-12 03:02

Schelana Hock
SCHELANA HOCK
POLK COUNTY CLERK



STATE OF TEXAS • COUNTY OF POLK
I, SCHELANA HOCK hereby certify that the instrument was FILED
in the file number sequence on the date and at the same time stamped
heron by me and was duly RECORDED in the Official Public Records
in Volume and Page of the named RECORDS OF Polk County, Texas
as stamped heron by me

Schelana Hock
COUNTY CLERK
POLK COUNTY, TEXAS

Nov 12, 2025