



**AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS OF
CANYON RIDGE SPRINGS PROPERTY OWNERS ASSOCIATION, INC.
(A Texas Non-Profit Association)**

Canyon Ridge Springs Property Owners Association, Inc. Covenants, Conditions and Restrictions are amended and restated as follows:

**ARTICLE I
PURPOSE and GUIDELINES**

Every effort is made to maintain compliance with applicable provisions of the Texas Property Code. In the case of a conflict between this Declaration and applicable provisions of the Texas Property Code, the latter shall control.

The expectation is that each Lot Owner will accept individual responsibility to comply with this Declaration.

1.0 This Declaration informs and guides Lot Owners about all covenants, conditions, and restrictions that seek to enhance the value of the investment made by Lot Owners by:

- a) Insuring the best and highest use and the most appropriate development and Improvement of each Lot within the Property for residential purposes;
- b) Protecting Lot Owners against the improper use of theirs and surrounding Lots;
- c) Preserving, so far as practicable, the natural beauty of the Property;
- d) Guarding against the erection of unsightly structures, the use of improper or unsuitable materials, and the displaying or storage of items prohibited by this Declaration;
- e) Encouraging and securing the proper continued maintenance of the land and improvements on each Lot;
- f) Secure and maintain the proper use of easements within the Property;
- g) Preserving, as far as practicable, lines of sight from the Lots; and,
- h) In general, provide for a residential subdivision of the highest quality to enhance the value of the investment made by Lot Owners in purchasing Lots and constructing homes.

**ARTICLE IV.
GENERAL RESTRICTIONS
SECTION 4.01**

4.01 Residential Property

Each Lot shall be used exclusively for single family Residential purposes. Any Residential Lot may be classified as "agricultural" by any county for ad valorem taxation purposes

provided that the Lot is in compliance with all covenants, conditions, restrictions, easements and charges in this Declaration.

As a general rule, rental properties within the Property are discouraged. Acknowledging that there may be extenuating circumstances, the following restrictions apply and require Board approval to grant an exception.

- a) All Leases shall be in writing and shall have a term of at least six months but no longer than 24 months. Extensions are granted on a case-by-case basis by the POA Board.
- b) The Lot Owner must reside in the house for a period of two years prior to leasing with the expressed written intent to reside in the property after the lease term expires.
- c) Expressly prohibited is an investor or non-resident using a house as a perpetual rental property.
- d) The Lot Owner shall be responsible for providing a copy of the current Covenants, Conditions and Restrictions to the tenant prior to execution of the Lease and shall monitor enforcement and compliance with the Covenants, Conditions and Restrictions by the tenant.
- e) No lease shall be signed without Board approval. The Lot Owner shall notify the Board of the Lease and provide the following information: contact information, including the name, mailing address, phone number, and e-mail address of each person who will reside at the property under a lease; and the commencement date and term of the lease.

**ARTICLE IV.
GENERAL RESTRICTIONS
SECTION 4.13**

4.13 Signs and Signage

No signs shall be erected or maintained on any Lot except the following types of signs:

- a) such signs as may be required by legal proceedings;
- b) job identification signs, not larger than 36" by 48", during construction of Improvements;
- c) not more than two homeowner identification signs, a combined maximum of 12 square feet; and
- d) one "For Sale" sign not larger than 3 feet by 3 feet at the Street of the Lot.

The Association may not prohibit owners from displaying "on the owner's or resident's property or dwelling" one or more religious items unless such religious display threatens public safety, violates a law (except a law prohibiting the display of religious speech), is patently offensive, is installed on property owned by the Association or in common with other members of the Association, violates any applicable

building line, right-of-way, set back or easement, or is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

**ARTICLE IV.
GENERAL RESTRICTIONS
SECTION 4.19**

4.19 Security Measures

An owner may build or install a security measure, including a security camera or motion detector, as long as such measure is on the owner's private property and does not infringe on another owner's privacy.

**ARTICLE V.
PLAN REVIEW, CONSTRUCTION and IMPROVEMENTS
SECTION 5.02**

5.02 Standards for Approval

- a) The proposed Improvements will be approved by the ARC based on:
 - 1) the Improvements will be of an architectural style and material that are compatible with the other structures in the Property;
 - 2) the Improvements will not violate any restrictive covenant or encroach upon any easement or cross-platted building setback lines;
 - 3) the Improvements will not result in the reduction in property value, use, or enjoyment of any of the Property;
 - 4) and the Lot Owner is current in all assessments.
- b) The responsibility of the ARC as defined in Article Six, Section 6 of the Bylaws is to review plans submitted for approval by POA members for the construction of improvements and to determine the compliance with this Declaration.
 - 1) The ARC decisions will be based on the appropriate interpretation of this Declaration and the details of Improvement request and not on personal preference, individual style, technical opinions, or non-governing ordinances.
 - 2) The ARC responsibilities do not include reviewing any proposed Improvement from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.
- c) The ARC may schedule an inspection with the Lot Owner(s) during construction to ensure compliance with approved plans and specifications. It is the responsibility of the Board, who is granted the power in Article Five, Section 4 of the Bylaws, to enforce the provisions of this Declaration.

- d) Approvals granted by the ARC will be delivered to the Lot Owner(s) in writing and the Board will be notified of the approval.
- e) When the ARC denies an improvement request, the ARC shall:
 - 1) notify the Lot Owner by certified mail, hand delivery, or electronic delivery,
 - 2) supply the reason(s) with references to specific language within this Declaration and
 - 3) advise the Lot Owner that they may file an appeal with the ARC and the Board in writing within thirty (30) days from the date of the notice of denial.
- f) A record of the denial will be provided to the Board and kept on file with the Association records.

**ARTICLE V.
PLAN REVIEW, CONSTRUCTION and IMPROVEMENTS
SECTION 5.03**

5.03 Variance Requests

When an Improvement does not meet the requirements put forth in this document, the Lot Owner may apply to the ARC for a variance.

- a) All variance requests from compliance with any of the provisions of this Declaration must be received by the ARC in writing.
- b) For a variance to be granted, it shall not impair or detract from the high quality development of the Property and is justified due to unusual or aesthetic considerations or circumstances.
- c) The variance request and ARC decision shall be provided to the Board in writing within two weeks (14 days).
- d) In the event that the Lot Owner does not receive a written response within four weeks (28 days) of the submission of the variance request to the ARC, approval shall be deemed to have been granted without further action.
- e) The variance is applicable only to the particular Lot named in the request and effective only in the instance covered by the variance.
- f) The variance shall not be considered to establish a precedent future waiver, modification or amendment of the terms and provisions of this Declaration.
- g) A record of the variance request and ARC decision will be kept on file with the Association records.

**ARTICLE V.
PLAN REVIEW, CONSTRUCTION and IMPROVEMENTS
SECTION 5.04**

5.04 Appeal Process

- a) In the event that the Lot Owner chooses to appeal a decision rendered by the ARC, the appeal must be received within 30 days by the ARC and the Board in writing.
- b) The Board shall hold a hearing under this section not later than the 30th day after the date the Board receives the Lot Owner's request for a hearing and shall notify the Lot Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing.
- c) During a hearing, the Board and the Lot Owner will each be provided the opportunity to discuss, verify facts, and resolve the denial of the Lot Owner's application or request for the construction of improvements, and the changes, if any, requested by the ARC in the notice provided to the Lot Owner.
- d) The Board or the Lot Owner may request a postponement of the hearing. If requested, a postponement shall be granted for a period of not more than 10 days.
- e) As a result of information presented during the hearing, the board may affirm, modify, or reverse, in whole or in part, any decision of the ARC as consistent with the association's declarations. The decision of the Board will be final.
- f) A record of the appeal and decision rendered by the Board will be kept on file with the Association records.

**ARTICLE V.
PLAN REVIEW, CONSTRUCTION and IMPROVEMENTS
SECTION 5.09**

5.09 Improvement Designs, Specifications and Materials

- a) All buildings upon the Lots shall be of quality construction and shall be constructed of approved building materials.
- b) Approved specifications and materials are as follows:
 - 1) Brick, stucco, or stone masonry must cover 80% of the exterior wall surfaces for all stories on the front and both sides of all Residential structures. Authentic log- cabin style homes are permissible. NOTE: "front" of residential structure means the side facing the Street with the driveway for primary entrance.
 - 2) The back exterior wall of a Residential structure—if not brick, stucco, stone masonry, or log-cabin style—must be covered in wood siding, wood facsimile, or Cement board products.
 - 3) Trim, eaves and overhangs shall be constructed of wood, wood facsimile, stucco, or Cement board products.

- 4) Corrugated metal and Concrete, Cement or Cinder block are not permissible exterior wall coverings on any structure or fence.
- 5) Each Residential structure shall be at least 30 feet in width and shall contain 1,750 square feet of finished, heated and air conditioned living space—exclusive of porches (open or covered), decks, and garages.
- 6) Garages are required and may be attached or detached. Garages must match any of the materials used on the Residence and be an enclosed structure that is a minimum of 20 feet deep and 18 feet wide.
- 7) Outbuildings readily visible from the Street and all Secondary Structures must match any of the materials used on the Residence. Outbuildings secluded from the Street must use approved materials.
- 8) Fencing materials are to be made of durable materials such as stone, wood, and metal. Wooden fences shall be constructed of cedar, redwood, treated or painted lumber. Plywood, chicken wire, and electric fences are never permitted.
- 9) Roofs shall be constructed of: minimum 25-year life composition shingles, concrete or clay tile, or painted steel roofing panels (standing seam: AP Panel, CF Panel, R Panel, or U Panel) NOTE: "painted" is a metal roofing industry standard term to describe the coating (which is a paint w/resin) that guarantees a 20-30 year roof that will not fade or chip. *Expressly excluded* are corrugated tin, galvanized steel panels, and bare metal that is highly reflective ("shiny").
- 10) Each Lot shall have a driveway consisting of concrete, concrete pavers or asphalt for at least the first 12 feet from the Street and the remainder of concrete, concrete pavers, asphalt, gravel, crushed rock, or other suitable all weather road base material. Driveways that cross an existing bar ditch in the roadway easement must incorporate an appropriate culvert or drainage pipe so as not to impede or divert water flow.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected Secretary of Canyon Ridge Springs Property Owners Association, Inc., a Texas non-profit corporation, and that the foregoing Covenants, Conditions and Restrictions constitute the Covenants, Conditions and Restrictions of the Association, as amended, restated, and duly approved by Board of Directors on June 21, 2023 and adopted by majority vote of the members of the Canyon Ridge Springs Property Owners Association on June 5, 2023. As such, the foregoing Covenants, Conditions and Restrictions revoke and replace any and all previous Covenants, Conditions and Restrictions of the Canyon Ridge Springs Phase One Property Owners Association, Inc., originally recorded on February 16, 2000.




Jennifer Garcia, Secretary, CRS POA

October 25, 2023
Date

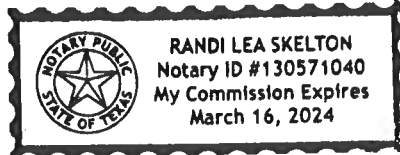
ACKNOWLEDGMENT

State of Texas
County of Burnet

This instrument was acknowledged before me on the 25th, Oct, 2023 by Jennifer Garcia, Secretary of Canyon Ridge Springs Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.



Notary Public



(Seal)



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dyana Limon-Mercado

**Dyana Limon-Mercado, County Clerk
Travis County, Texas**

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Oct 27, 2023 02:00 PM

Fee: \$54.00

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