

**THIRD AMENDED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CANYON CROSSING, SECTION ONE**

This Third Amendment to Declaration of Covenants, Conditions and Restrictions for Canyon Crossing, Section One is executed on the date hereinafter set forth by Canyon Crossing Section One Property Owners' Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Canyon Crossing Section One Property Owners' Association, Inc. (the "Association") is the property owners association (as that term is used and defined in Section 202.001 of the Texas Property Code) for Canyon Crossing, Section One, 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 "Subdivision"); and

WHEREAS, the Subdivision is subject to certain covenants, conditions and restrictions as set out in that certain Declaration of Covenants, Conditions and Restrictions for Canyon Crossing, Section One, of record in the Official Public Records of Real Property of Montgomery County, Texas under Clerk's File No. 2005-127807 and Film Code No. 957-10-1713, et seq., and that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Canyon Crossing, Section One, of record in the Official Public Records of Real Property of Montgomery County, Texas under Clerk's File No. 2010-027646 (collectively the "Declaration"); and

WHEREAS, Section 209.0041 of the Texas Property Code provides that unless the restrictive covenants applicable to a subdivision provides for a lower percentage, restrictive covenants may be amended only by a vote of sixty-seven percent (67%) of the total votes allocated to the property owners in the property owner's association; and

WHEREAS, the property owners having the requisite number of votes in the Association desire to amend the Declaration and have approved this Amendment and voted to amend the Declaration as herein provided;

NOW THEREFORE, in consideration of the premises and pursuant to the authority of Section 209. 0041 of the Texas Property Code and Section 9.02 of the Declarations, the Association adopts, reaffirms and ratifies the following amendment and modification to the Declaration and declares that such amendment shall become effective when this instrument,

accompanied by the attached Certificate, is filed for record in the Real Property Records of Montgomery County, Texas, to-wit:

Section 3.24 Rental/Leasing Conditions and Restrictions. The Rental/Leasing of Lots is subject to the following additional conditions:

- a. A Lot cannot be rented or leased for hotel or transient purposes. Renting or leasing a Lot on an hourly, daily, weekend, weekly, monthly, or quarterly basis is not permitted.
- b. It is permitted for Owners to lease (as defined below) a residential dwelling in the subdivision, so long as:
 - i. An entire lot may be rented or leased for private residential (including all land and improvements comprising the Lot and residential dwelling) to use as a residence purposes only,
 - ii. No fraction or portion of any Dwelling may be leased or rented.
 - iii. Individual rooms may not be rented or leased.
 - iv. Single family residential use does not include a lease or rent to tenants temporarily less than twelve (12) consecutive months or a lease or rent in which the tenants do not intend to make the Lot and improvements their primary residence.
 - v. No Lot shall be leased for a term of less than twelve (12) full and complete consecutive calendar months to the same lessee, nor shall any lease be for less than the entire Lot and improvements; provided, however, the Board may adopt rules that require a longer minimum lease term than that set forth in these Declarations, and any such term will control over the minimum term set forth herein and shall not be considered a conflict with these Declarations or any amendment thereafter.
 - vi. The property owner must communicate the HOA rules and regulations to the renters or lessees.
 - vii. Rental or lease of the Lot and improvements will not relieve the Owner from compliance with these Declarations or the Dedicatory Instruments.
 - viii. Property owners are required to provide advance notification to the Homeowners' Association (HOA).
 - ix. An Owner who leases his or her Lot shall be deemed to have assigned to the lessee for the period of the lease all of the Owner's rights to use the Common Areas and amenities located thereon.
 - x. Renters or lessees are required to adhere to the same Homeowners' Association (HOA) regulations as the property owners.
 - xi. The contract complies with any dedicatory instrument of the Association, including any rental/leasing policy, rule, or regulation promulgated by the Board.

- xii. "Leasing or Renting", for purposes of this Declaration, is defined as occupancy of a Dwelling for single family residential use by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Provided, however, "leasing", for purposes of these Declarations, does not include leases such as, by way of illustration and not limitation, "VRBO", boarding house rentals, backyard rentals, swimming pool rentals, "Swimply", "AirBnB", "Home Away", party venue rentals, bed and breakfast or other short-term rental uses, and such uses are strictly prohibited and are considered to be a prohibited business use.
- xiii. Leasing a Lot for single family residential use will not be considered a business (as set forth in detail below), provided that the Owner and any other Owners with whom such Owner is affiliated do not collectively lease or offer for lease more than one (1) Lot at any time. This provision does not preclude the Association or an institutional lender from leasing a Lot or improvement upon taking title following foreclosure of its security interest in the Lot or improvement or upon acceptance of a deed in lieu of foreclosure.
- xiv. All leases must be in writing and will contain such terms as the Board may prescribe from time to time. All leases will provide that they may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments by an Occupant or Occupant's family, and the Board, in its sole discretion, may require termination by the Owner and eviction of the Occupant in such event.
- xv. It is not the intent of this provision to exclude from a Lot any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision will be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

Section 3.25 Non-permitted Land Use. No trade or business may be conducted in or from any Lot, except such use within the Lot where

- i. The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot,
- ii. the business activity conforms to all governmental requirements and other Dedicatory Instruments applicable to the Property,
- iii. the business activity does not involve visitation to the Lot by clients, customers, suppliers, or other business invitees or door to door solicitation of Occupants of the Property, and

- iv. the business activity is consistent with the residential character and use of the Property, does not constitute a nuisance or hazardous or offensive use, and does not threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The uses set out in this Section are referred to singularly as "Incidental Business Use." At no time may an Incidental Business Use cause increased parking or traffic within the Property. Any increased parking or traffic within the Property as a result of an Incidental Business Use will be deemed to be a Deed Restriction Violation. By way of illustration and not limitation, a day care facility, home day care facility, any business or activity requiring a Federal Firearm license, church, nursery, preschool, beauty parlor, barber shop, spa service, "VRBO", boarding house, "Airbnb", "Home Away", backyard rental, swimming pool rental, "Swimply", party venue rental, pet boarding service, or bed and breakfast are expressly prohibited and are not considered to be an Incidental Business Use.
- v. The terms "business" and "trade", as used in this provision, are construed to have their ordinary, generally accepted meanings and include, without limitation, any occupation, work or activity undertaken on an ongoing basis and involves the manufacture or provision of goods or services for or to persons other than the Occupant's family, regardless of whether: (a) such activity is engaged in full or part time; (b) a license is required for the activity or trade (c) such activity is intended to or does not generate a profit. This Section does not apply to any activity conducted by the Declarant, or by a Builder with the approval of the Declarant, with respect to its development and sale of the Property.
- vi. Garage sales, attic sales, moving sales, or yard sales conducted on any Lot separate from an Association-directed community-wide garage sale will be considered business activity and are therefore prohibited.
- vii. The Association may, but is not required to, adopt rules and regulations regarding community-wide garage sales.
- viii. One time Estate Sales are permitted upon the death of the Owner.

IN WITNESS WHEREOF, this Third Amendment to the Declarations is executed as of this 14th day of April, 2025.

Canyon Crossing Section One Property Owners Association, Inc.

[Signature]

Printed: Oscar James Davila

[Signature]

Printed: David Silva

[Signature]

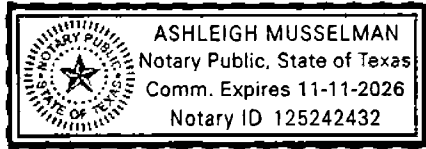
Printed: JULIE CRAIG

STATE OF TEXAS §
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COUNTY OF MONTGOMERY §

BEFORE ME, on this day personally appeared Oscar James Davila the President of Canyon Crossing Section One Property Owners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me and he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and the act and deed of said corporation.

Give under my hand and seal of office on this 14th day of April, 2025.

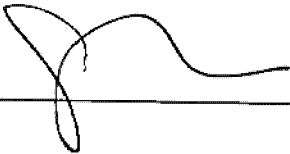
[Signature]
Notary Public



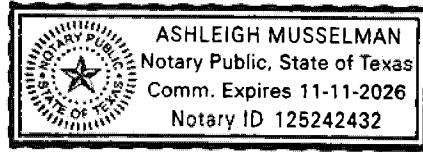
STATE OF TEXAS §
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COUNTY OF MONTGOMERY §

BEFORE ME, on this day personally appeared David Silva, the Secretary of Canyon Crossing Section One Property Owners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me and he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and the act and deed of said corporation.

Give under my hand and seal of office on this 14th day of April, 2025.



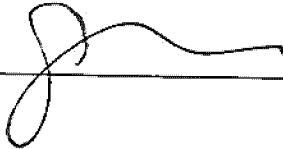
Notary Public



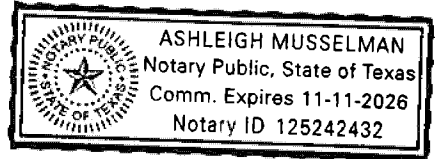
STATE OF TEXAS §
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COUNTY OF MONTGOMERY §

BEFORE ME, on this day personally appeared JULIE CRAIG, the Treasurer of Canyon Crossing Section One Property Owners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me and he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and the act and deed of said corporation.

Give under my hand and seal of office on this 14th day of April, 2025.



Notary Public

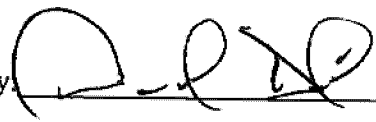


CERTIFICATION

STATE OF TEXAS §
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COUNTY OF MONTGOMERY §

I, Oscar James Davila, the undersigned, do hereby certify: That I am the duly elected and acting President of Canyon Crossing Section One Property Owners Association, Inc., a Texas non-profit corporation and that the foregoing constitutes the Third Amendment to the Declarations, as duly adopted at a properly noticed Meeting of Members held on the 9th day of April, 2025 and further approved by a quorum of Members present or byproxy as directed by the Association's Declarations.

IN WITNESS WHEREOF, I have hereunto subscribed by name this 14th day of April, 2025.

By 

Oscar Davila, President

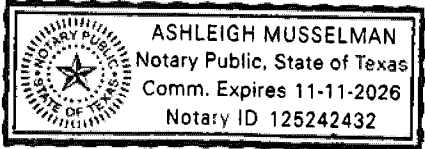
STATE OF TEXAS §
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COUNTY OF MONTGOMERY §

BEFORE ME, on this day personally appeared Oscar Davila, the President of Canyon Crossing Section One Property Owners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me and he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and the act and deed of said corporation.

Give under my hand and seal of office on this 14th day of April, 2025.



Notary Public



E-FILED FOR RECORD

04/15/2025 01:12PM



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

04/15/2025



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas