

within the residential dwelling of the Owner; (c) the business address, occupation and telephone numbers of each Owner; (d) the description and license plate number of each automobile owned or used by Owner and brought within the Property; (e) the name, address and telephone numbers of other local individuals who can be contacted (in the event the Owners cannot be located) in case of an emergency; and (f) such other information as may be reasonably requested from time to time by the Association.

12.2 Power of Attorney. Each and every Owner hereby makes, constitutes and appoints Declarant as his/her true and lawful attorney-in-fact, coupled with an interest and irrevocable, for him/her and in his/her name, place and stead and for his/her use and benefit, to do the following:

(a) to exercise, do or perform any act, right, power, duty or obligation whatsoever in connection with, arising out of, or relating to any matter whatsoever involving this Declaration and the Property;

(b) to sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the terms within this Declaration, or any part hereof, with such clause(s), recital(s), covenant(s), agreement(s) and restriction(s) as Declarant shall deem necessary, proper and expedient under the circumstances and conditions as may be then existing; and

(c) to sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the subdivision plat(s) of the Property, or any part thereof, with any easements and rights-of-way to be therein contained as the Declarant shall deem necessary, proper and expedient under the conditions as may then be existing.

The rights, powers and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force upon recordation of this Declaration in the Parker County Clerk's Office and shall remain in full force and effect thereafter until the fifteenth (15th) anniversary of the recordation of this Declaration.

12.3 Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owners subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term ending January 1, 2050, after which time said covenants shall be automatically extended for two (2) successive periods of ten (10) years each unless an instrument signed by not less than seventy-five percent (75%) of the then Owners has been recorded, agreeing to abolish the Covenants and Restrictions in whole or in part; provided, however, that no such agreements to abolish shall be effective unless made and recorded thirty (30) days in advance of the effective date of such change; and unless written notice of the proposed agreement to abolish is sent to every Owner at least ninety (90) days in advance of any action taken.

12.4 Amendments. Except as provided in Section 12.3 of this Article XII, the Covenants and Restrictions of this Declaration may be amended and/or changed in whole

or in part, only with the consent of Declarant and seventy-five percent (75%) of the other Owners, evidenced by a document in writing bearing each of their signatures, and duly recorded in the land records of Parker County, Texas; or by a resolution passed by the majority of the Board evidencing the consent of seventy-five percent (75%) of the Owners and authorizing the President of the Association to execute such document.

12.5 Enforcement. Enforcement of these Covenants and Restrictions shall be by a proceeding initiated by any Owner, any member of the Construction Group or the Board or by the County against any person or persons violating or attempting to violate any Covenant or Restriction contained herein, either to restrain or enjoin violation or to recover damages for the violation, or both, or to enforce any lien created by this instrument. The Construction Group, and each of its appointed members, shall have an election and right, but not an obligation or duty, to enforce these Covenants and Restrictions by a proceeding or proceedings at law or in equity. Notwithstanding any provision to the contrary in this Declaration, Declarant shall not have any duty, obligation, or responsibility to enforce any of these Covenants and Restrictions. Failure by any party to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees from the nonprevailing party. Further, and with respect to any litigation brought against the Construction Group, the Board or any of their members or representatives arising out of any action, failure to act, or performance or nonperformance of duties imposed hereby, by the Construction Group, the Board or their members or representatives, the Construction Group, the Board and/or their members or representatives so sued shall be entitled to recover their reasonable attorneys' fees from the person or entity bringing such action against it or them, unless the Construction Group, the Board or their members or representatives shall specifically be adjudicated liable to such claimant.

12.6 Imposition of Violation Fines. In the event that any person fails to cure (or fails to commence and proceed with diligence to completion the work necessary to cure) any violation of the Covenants and Restrictions contained herein, or fails to pay any fine levied for violation of a rule or regulation adopted by the Board, within ten (10) days after receipt of written notice from the Board designating the particular violation, the Board shall have the power and authority to impose upon that person a fine for such violation (the "Violation Fine") not to exceed Five Hundred Dollars (\$500.00). If, after the imposition of the Violation Fine, the violation has not been cured or the person has still not commenced the work necessary to cure such violation, the Board shall have the power and authority, upon ten (10) days' written notice, to impose another Violation Fine which shall also not exceed Five Hundred Dollars (\$500.00). There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a person for the same violation. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorneys' fees, shall be a continuing lien upon the Lot against which such Violation Fine is made.

12.7 Severability. If any one of these Covenants or Restrictions is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining Covenants and Restrictions shall not be affected thereby.

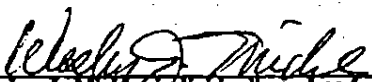
12.8 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

12.9 Notices to Owners. Any notice required to be given to any owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last-known address of the person who appears as an Owner on the records of the Association at the time of such mailing.

12.10 Proposals of Declarant. The proposals of Declarant as set forth in various provisions hereinabove, to develop additional parcels of property for residential purposes and/or expand the Common Properties (not only geographically but also in terms of the types of amenities available for use) and items of a related nature are mere proposals and expressions of the existing good-faith intentions and plans of Declarant and shall not be deemed or construed as promises, solicitations, inducements, contractual commitments or material representations by Declarant upon which any person or entity can or should rely.

12.11 Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions excluding Article IX and issues concerning "substantial completion" of this Declaration or the Association Bylaws, shall be determined by the Board. Matters pertaining to Articles IX and issues concerning "substantial completion" shall be determined by the Committee. These respective determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners.

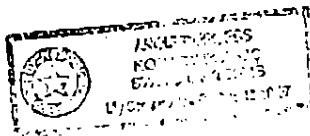
IN WITNESS WHEREOF, Declarant has caused this instrument to be executed this 23rd day of AUGUST, 1996.


 Wesley J. Mickle, Individually and as Independent
 executor of the Estate of Judy K. Mickle, Deceased

THE STATE OF TEXAS §
 §
COUNTY OF PARKER §

This instrument was acknowledged before me on the 30th day of August, 1996, by Wesley J. Mickle, individually and as independent executor of the Estate of Judy K. Mickle, Deceased.

Angie Bourgeois
Notary Public in and for the State of Texas



DWB/egp
6310/Entry/00495/002/36710.1

EXHIBIT A

Lots 1 through 21, Block 1; Tract A, Block 1; and Lots 1 through 22, Block 2, of CANYON WEST, a subdivision of 59.11 acres of land in the Conrad Mackelhoff Survey, Abstract No. 916, the Heinrich Minkel Survey, Abstract No. 858, and the A.C. Glover Survey, Abstract No. 1753, Parker County, Texas, according to the plat thereof recorded in Cabinet B, Slide 130, Plat Records of Parker County, Texas.

(Return: Wesley J. Mickle
4911 Quanned Hill Rd.
Weatherford, TX 76087)

298447

RECEIVED FOR

96 AUG 23 P3:22

JULIAN PERKINS
BY: *[Signature]*

500
100
67.00
7300

STATE OF TEXAS COUNTY OF PARKER

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Parker County as stamped hereon by me.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

RECORDED AUG 23 1936



[Signature]

County Clerk, Parker County, Tex.

300852

FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
CANYON WEST

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Canyon West is made as of September 20, 1996, by WESLEY J. MICKLE, individually and as Independent Executor of the Estate of Judy K. Mickle, Deceased (hereinafter referred to as "Declarant").

WHEREAS, Declarant is the current holder of all of the rights of the "Declarant" under the Declaration of Covenants, Conditions and Restrictions for Canyon West (the "Declaration"), dated as of August 23, 1996, and recorded in Book 1685, Page 567 *et seq.* of the Parker County Records, Parker County, Texas; and

WHEREAS, Declarant is the record owner of the real property described in Exhibit A attached hereto, and being the same property as that which is identified as the "Existing Property" in the Declaration; and

WHEREAS, Declarant desires to amend the Declaration in certain respects, so as to delete therefrom references to a Class D Member, to modify the definitions and voting rights of the other membership classes, and to remove the exemption of Lots owned by the Declarant from annual and special assessments.

NOW, THEREFORE, Declarant hereby amends the Declaration in the following respects:

1. Section 3.2 of the Declaration, entitled "Voting Rights," is hereby deleted in its entirety and the following is substituted therefor:

"3.2 Voting Rights. The Association shall have three classes of voting membership:

CLASS A: Class A Members shall be all Members other than Class B and Class C Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

CLASS B: Class B Members shall be any bona fide Owner who is engaged in the process of constructing a residential dwelling on any Lot for sale to consumers. Class B Members shall be nonvoting members of the Association. The Class B membership shall cease, and each Class B Member shall become a Class A Member when the total number of votes outstanding in the Class A membership equals the total number of votes outstanding in the Class C membership.

CLASS C: The Class C Member shall be Declarant. The Class C Member shall be entitled to one (1) vote for each Lot which it owns, one (1) vote for each Lot owned by Class B Members, and two (2) votes for each acre of land contained within the Golf Course.

Notwithstanding the aforementioned voting rights within the Association and consistent with the provisions of Section 12.2 hereinafter, so long as Declarant, or Declarant's heirs, successors or assigns, owns (a) record title to any of the Property (including Common Properties); (b) a lien interest in any Lot; or (c) title to any adjoining acreage intended to be developed as an additional section or phase of Canyon West, neither the Association nor the Members shall take any action or inaction with respect to any matter whatsoever without the consent and approval of the Declarant, which shall not be unreasonably withheld or delayed."

The references to the Class D Member in subparagraph (h) of Article I of the Declaration and in Section 3.4 of the Declaration are hereby deleted.

2. Section 6.7 of the Declaration, entitled "Uniform Rate of Annual and Special Assessments," is hereby deleted in its entirety and the following is substituted therefor:

"6.7 Uniform Rate of Annual and Special Assessments. Both regular and special capital assessments must be fixed at a uniform rate for all Lots owned by Class A Members. Each Lot owned by a Class A Member shall be charged with one hundred percent (100%) of the established per-Lot assessment, while each Lot owned by a Class B Member and each Lot owned by Declarant shall be charged with fifty percent (50%) of the established per-Lot assessment."

3. Subparagraph (c) of Section 6.11 is hereby deleted in its entirety.

4. A new Section 12.12 is hereby added to the Declaration, to provide as follows:

"12.12 ~~Declarant's Rights Assignment~~. Any and all rights reserved or retained by Declarant under this Declaration, either expressly or by implication, shall continue in Declarant (and any heir, successor or assign of Declarant) until Declarant (or any such heir, successor or assign) no longer owns an interest in any of the Property. Declarant may assign or transfer

(by specific assignment, testamentary disposition or otherwise) to any person or entity any or all of the rights, reservations, or privileges so retained or reserved by Declarant, and upon such assignment or transfer Declarant's assignees may at their option exercise, transfer or assign such rights, reservations and privileges, or any one or more of them at any time or times, in the same way and manner as though directly retained or reserved by them in the Declaration."

5. All capitalized terms used in this First Amendment, except as otherwise defined herein, shall have the same meaning as set forth in the Declaration.

6. In all other respects, the Declaration is hereby reaffirmed.

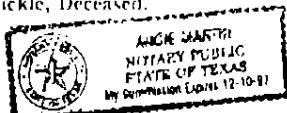
IN WITNESS WHEREOF, Declarant has executed this First Amendment as of the date and year first above recited.

Wesley J. Mickle

WESLEY J. MICKLE, Individually and as
Independent Executor of the Estate of
Judy K. Mickle, Deceased

THE STATE OF TEXAS §
 §
COUNTY OF PARKER §

This instrument was acknowledged before me on the 30th day of September, 1996, by Wesley J. Mickle, Individually and as Independent Executor of the Estate of Judy K. Mickle, Deceased.



Anne Martin

Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:
Daniel W. Sykes
McDonald Sanders, P.C.
1300 Continental Plaza
777 Main Street
Fort Worth, Texas 76102



EXHIBIT A

Lots 1 through 21, Block 1; Tract A, Block 1; and Lots 1 through 22, Block 2, of CANYON WEST, a subdivision of 59.11 acres of land in the Conrad Mackelhoff Survey, Abstract No. 916, the Heinrich Minkel Survey, Abstract No. 858, and the A.C. Glover Survey, Abstract No. 1753, Parker County, Texas, according to the plat thereof recorded in Cabinet B, Slide 130, Plat Records of Parker County, Texas.

STATE OF TEXAS COUNTY OF PARKER
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Parker County as stamped hereon by me.

RECORDED OCT 2 - 1996



James Cannon
County Clerk, Parker County, Tex.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE UNMORTGAGED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

300952

REC'D

96 OCT 2 1996

DR

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15.20*

301671

**SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CANYON WEST**

This Supplementary Declaration of Covenants, Conditions and Restrictions (this "Supplementary Declaration") is made as of October 15, 1996, by Wesley J. Mickle, Individually and as Independent Executor of the Estate of Judy Kay Mickle, Deceased (hereinafter referred to as "Declarant").

WHEREAS, the Declarant is the current holder of all of the rights of the "Declarant" under the Declaration of Covenants, Conditions and Restrictions for Canyon West (the "Declaration") dated as of August 23, 1996, and recorded in Book 1685, Page 567 *et seq.* of the Parker County Records, Parker County, Texas, as amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Canyon West recorded in Book 1690, Page 585 *et seq.* of the Parker County Records, Parker County, Texas (which Declaration, as amended, is hereinafter referred to as the "Declaration"); and

WHEREAS, Declarant is the record owner of the real property situated in Parker County, Texas, described in Exhibit A hereto (the "Additional Property"); and

WHEREAS, Declarant desires to submit and subject the Additional Property, together with all buildings, improvements and other permanent fixtures of whatever kind now or hereafter located thereon, and all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto, to the covenants, conditions, restrictions, easements, charges, liens, assessments, privileges and rights contained in the Declaration and to annex the Additional Property into the Property (as defined in the Declaration) and the scheme of the Declaration in accordance with Section 2.2(a) of the Declaration.

NOW, THEREFORE, the Declarant declares that the Additional Property is hereby annexed into Canyon West pursuant to Section 2.2(a) of the Declaration and shall hereafter be part of the Property and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements, charges, liens, assessments, privileges and rights set forth in the Declaration, all of which shall run with the land and be binding upon the Additional Property and all parties having or acquiring any right, title or interest in or to the Additional Property, or any part thereof, and shall inure to the benefit of each person having at any time any interest or estate in the Property, or any part thereof, and to the benefit of the Canyon West Homeowners Association, Inc. (the "Association").

All capitalized terms used in this Supplementary Declaration, except as otherwise defined herein, shall have the same meaning as set forth in the Declaration.

Upon recordation of this Supplementary Declaration, the Additional Property shall be deemed annexed to the Property, thereby subjecting the Additional Property in all respects to the Declaration and to the jurisdiction, functions, duties, memberships and

BOOK 1692 PAGE 100

powers of the Association, and thereafter the Additional Property shall be part of the Property for all intents and purposes, and all of the Owners of Lots in the Additional Property shall automatically be Owners or Members of the Association, as provided in the Declaration.

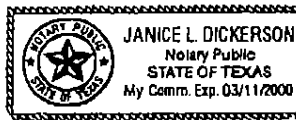
IN WITNESS WHEREOF, Declarant has caused this Supplementary Declaration to be duly executed as of the date first above written.

Wesley J. Mickle
Wesley J. Mickle, Individually and as
Independent Executor of the Estate of
Judy Kay Mickle, Deceased

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 16th day of October, 1996, by Wesley J. Mickle, Individually and as Independent Executor of the Estate of Judy Kay Mickle, Deceased.

Janice L. Dickerson
Notary Public in and for the State of Texas



AFTER RECORDING RETURN TO:

Mr. Daniel W. Sykes
McDonald Sanders, P.C.
777 Main Street
1300 Continental Plaza
Fort Worth, Texas 76102.

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