

31

3107619

AFTER RECORDING, PLEASE RETURN TO:

4900643  
10/26/04

\$31.00 Deed

Judd A. Austin, Jr.  
Henry Oddo Austin & Fletcher, P.C.  
1700 Pacific Avenue  
Suite 2700  
Dallas, Texas 75201

**FIRST SUPPLEMENTAL CERTIFICATE AND MEMORANDUM  
OF RECORDING OF ASSOCIATION DOCUMENTS FOR  
CREEKSIDE VILLAGE HOMEOWNERS ASSOCIATION**

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

The undersigned, as attorney for the Creekside Village Homeowners Association, for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following instrument affecting the owners of property described on Exhibit B attached hereto, hereby states that the bylaw amendments and policies attached hereto is a true and correct copies of the following:

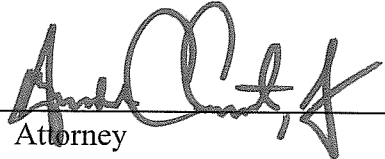
- (a) ***Second Amendment to the Bylaws of Creekside Village Homeowners Association [effective October 5, 2004]*** (Exhibit "A-1");
- (b) **Creekside Village Homeowners Association - Collection Policy [effective October 5, 2004]** (Exhibit "A-2");
- (c) **Creekside Village Homeowners Association - Payment Application Policy [effective October 5, 2004]** (Exhibit "A-3"); and

(d) **Creekside Village Homeowners Association - Enforcement Policy**  
**[effective October 5, 2004]** (Exhibit "A-4").

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing bylaw amendments and policies until amended.

IN WITNESS WHEREOF, the Creekside Village Homeowners Association has caused this First Supplemental Certificate and Memorandum of Recording of Association Documents to be effective as of the 5th day of October, 2004 and supplements that certain Certificate and Memorandum of Recording of Association Documents for Creekside Village Homeowners Association filed on December 22, 2003 and recorded in Volume 2003252, Page00573, et seq. of the Deed Records of Dallas County, Texas.

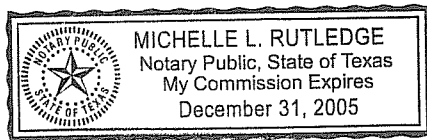
**CREEKSIDE VILLAGE  
HOMEOWNERS ASSOCIATION**

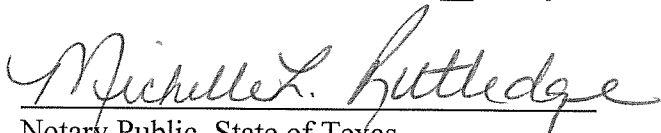
By:   
Its: Attorney

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for the Creekside Village Homeowners Association, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 20<sup>th</sup> day of October, 2004.



  
Notary Public, State of Texas

**SECOND AMENDMENT TO THE BYLAWS OF  
CREEKSIDE VILLAGE HOMEOWNERS ASSOCIATION**

This Second Amendment to the Bylaws of Creekside Village Homeowners Association is effective as of the 5th day of October, 2004 by the Creekside Village Homeowners Association (the "Association").

**W I T N E S S E T H:**

**WHEREAS**, Article VIII, Section 8.01 of the Bylaws of Creekside Village Homeowners Association (the "Bylaws") provides that the Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members in good standing who are present either in person or by proxy; and

**WHEREAS**, on the 5th day of October, 2004, the annual meeting of the members of the Association was held in accordance with the Bylaws of the Association and at such annual meeting certain amendments to the Bylaws were proposed to the members to be considered and voted upon; and

**WHEREAS**, the amendments to the Bylaws, as set forth hereinafter with specificity, were approved by a vote of a majority of a quorum of members in good standing who were present at the annual meeting, either in person or by proxy.

**NOW, THEREFORE**, the Bylaws of the Association are hereby amended as follows:

- (a) Article V, Section 5.02 of the Bylaws, entitled Powers and Duties, is amended to read in its entirety as follows:

***Section 5.02. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the***

*affairs of the Association and for the operation and maintenance of the Properties in keeping with the character and quality of the area in which they are located. The business and affairs of the Association shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, the Articles of Incorporation, these Bylaws or the Declaration directed or required to be exercised or done by the members. The Association, by and through its Board of Directors, is specifically authorized and empowered to promulgate (and amend from time to time) a comprehensive enforcement policy with respect to violations of the Declaration of Covenants, Conditions and Restrictions for Creekside Village. Such policy or system shall comply with Section 209.006 and Section 209.007 of the Texas Property Code (including any successor statute) and may include, without limitation, component steps such as written warnings, notices of violation, due process hearings and appeals, and the imposition of a discretionary range of monetary fines for violations of the Declaration of Covenants, Conditions and Restrictions for Creekside Village. Violation fines levied pursuant to any such policy shall be a personal debt of the owner of the Lot upon which the violation fine was levied and the Association will be entitled to its reasonable and necessary attorneys' fees incurred in enforcing the Declaration and collecting the violation fines.*

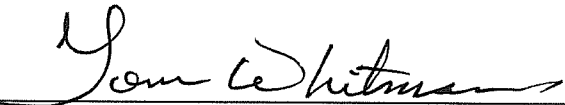
- (b) Article X, Section 10.02 of the Bylaws, entitled Abatement and Enjoyment, is amended to read in its entirety as follows:

*Section 10.02. Abatement and Enjoyment. The violation of any rule or regulation, or the breach of any Bylaw or any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in the Declaration or herein, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of such violation or breach. In addition to the foregoing, and not in lieu thereof, the Association, by and through its Board of Directors, is specifically authorized and empowered to promulgate (and amend from time to time) a comprehensive enforcement policy with respect to violations of the Declaration of*

*Covenants, Conditions and Restrictions for Creekside Village. Such policy or system shall comply with Section 209.006 and Section 209.007 of the Texas Property Code (including any successor statute) and may include, without limitation, component steps such as written warnings, notices of violation, due process hearings and appeals, and the imposition of a discretionary range of monetary fines for violations of the Declaration of Covenants, Conditions and Restrictions for Creekside Village. Violation fines levied pursuant to any such policy shall be a personal debt of the owner of the Lot upon which the violation fine was levied and the Association will be entitled to its reasonable and necessary attorneys' fees incurred in enforcing the Declaration and collecting the violation fines.*

EXECUTED at Dallas, Texas to be effective as of the 13<sup>th</sup> day of October, 2004.

CREEKSIDE VILLAGE HOMEOWNERS  
ASSOCIATION

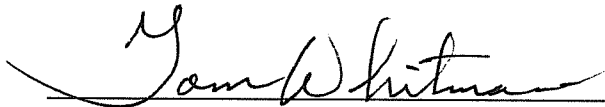
By:   
Tom Whitman, President

**CERTIFICATION OF AMENDMENT TO BYLAWS**

I, Tom Whitman, the duly elected President of the Creekside Village Homeowners Association, hereby certify:

This Second Amendment to the Bylaws of the Creekside Village Homeowners Association was approved by a vote of a majority of quorum of members in good standing present in person or by proxy, as required by Article VIII of the Bylaws of the Creekside Village Homeowners Association, at the annual meeting of the members of the Association held on October 5, 2004, and that the same does now constitute a portion of the Bylaws of the Creekside Village Homeowners Association.

IN WITNESS WHEREOF, I heretofore subscribe my hand and affix the seal of said Corporation on this 5th day of October, 2004.

  
\_\_\_\_\_  
Tom Whitman, President  
Creekside Village Homeowners Association

## **Creekside Village Homeowners Association Collection Policy**

Mailing of Annual Assessment Billing Statements to Homeowner - Assessment billing statements will be prepared and mailed on an annual basis (approximate mailing date: on or before December 1) by the Homeowners Association (HOA) or a designated management company.

Due Date for Annual Assessment: - The annual assessment will be due on January 1 each year and will become delinquent if not paid in full by February 1<sup>st</sup>.

Due Date of Other Charges Added to Homeowners Account - All other charges (i.e., special assessments for, collection costs, etc.) are due within 30 days of billing and delinquent if not paid within the 30 days.

Administrative Fee and Returned Checks - If any assessment become delinquent, a one time late fee of \$25.00 (as a cost of collection will be assessed to the homeowner's account to help defray administrative expenses of the Association incurred in collecting past due assessments) plus interest at the rate of 18% per annum. Interest will accrue from the due date of the assessment (January 1<sup>st</sup>). A payment check that is returned for any reason (NSF, closed account, etc.) will result in a charge of \$30.00 to be assessed to the homeowner's account.

The Board maintains sole authority to enter into payment plans with the homeowners. The homeowner may, upon written request, appear before the Board of Directors to discuss a payment plan for the purpose of settling a delinquent account.

### **STATEMENT MAILINGS AND ACTION STEPS**

Delinquency Statement - When an account becomes delinquent (as of February 1), the homeowner will receive a delinquency statement of the account balance (amount of the balance plus a \$25.00 late fee).

First Demand - If, as of March 1<sup>st</sup>, an account remains delinquent, the homeowner will receive a written demand for payment requesting that the homeowner pay all amounts due. A \$10.00 charge will be assessed to the homeowner's account, in addition to any previous charges, for preparing and sending the demand letter for payment.

Referral to Legal Counsel - If, as of April 1<sup>st</sup>, an account remains delinquent, the homeowner's account shall be referred to the association's attorney for collection purposes, which may include, but are not limited to, sending demand letters, filing Notices of Assessment Lien and instituting foreclosure. The filing of Notices of Assessment Lien and the institution of foreclosure must receive specific Board approval.

## **Creekside Village Homeowners Association Collection Policy**

### **Payment Application Policy**

Any payment received by Creekside Village Homeowners Association from an Owner whose account reflects an unpaid balance shall be applied to the outstanding balance in the following order:

First - Cost of Collection, including attorney's fees

Second - Violation Fines

Third - Late Charges

Fourth - Accrued but unpaid interest

Fifth - Special Assessments

Sixth - Annual Assessments

**RESOLUTION OF THE CREEKSIDE VILLAGE  
HOMEOWNERS ASSOCIATION**

**ENFORCEMENT POLICY**

WHEREAS, Creekside Village Homeowners Association, (the "Association") is a Texas Corporation, duly organized under the laws of the State of Texas; and

WHEREAS, all Members of the Association are subject to the Declaration of Covenants, Conditions for Creekside Village (the "Declaration"); and

WHEREAS, the Board of Directors (the "Board"), pursuant to the First Amendment of the Declaration of Covenants, Conditions and Restrictions for Creekside Village (the "First Amendment"), dated December 5, 2003, is authorized and empowered to promulgate a comprehensive Enforcement Policy (the "Policy") with respect to any future violations of the Declaration and the First Amendment (collectively, the "Creekside Village Declaration"); and.

NOW THEREFORE, BE IT RESOLVED that the following Policy shall become effective on the date of this Resolution:

**1. Article 1 – Notices**

- A. When a violation of the Declaration is reported to the Community Manager, the Community Manager will notify the Board of the alleged violation. Should the Board deem it necessary to proceed with enforcement action it will notify the Community Manager to take the following steps as delineated below in Article 1, subparagraphs B, C, and D and Article 2 as required.
- B. Upon notification from the Board to commence enforcement action, the Community Manager will send a letter to the homeowner in question notifying them of the violation and requesting the homeowner's cooperation in promptly correcting the violation. The first notice letter will be in the nature of a reminder as to the requirements of the Creekside Village Declaration, and will urge the homeowner to communicate with the Community Manager immediately so that the matter can be remedied by mutual agreement.
- C. If cooperation is not forthcoming in a reasonable time and should the Board, in its discretion, deem it necessary to continue pursuing the matter, then the Community Manager will send a second notice letter (the "Second Notice Letter") which will set an appropriate time, to be based on the nature of the violation and the time needed to correct it, within which the homeowner must correct the violation. The homeowner will again be urged to communicate immediately with the Community Manager in order that the matter can be remedied by mutual agreement so that further enforcement action will not be necessary.

- D. If the violation has not been corrected within the time limit set out in the Second Notice Letter, and the Board deems it necessary, a third letter notice will be sent to the homeowner by certified mail, return receipt requested, and first class U.S. mail setting a deadline for compliance within 10 days of the date of the letter (the "Third Notice Letter").

**Article 2 – Due Process Proceedings under Chapter 209 of the Texas Property Code.**

If the violation of the Creekside Village Declaration has not been resolved after communication between the homeowner in violation and the Community Manager, with the Board's approval, and following the various notices described in Article 1 B and C, above, then a series of steps may occur:

- A. The Third Notice Letter, as described in Article 1(D) above, will describe the violation that is the basis of the enforcement action and advise the homeowner of his or her right to request a hearing before the Board. The letter shall also advise the homeowner that if the violation continues to exist after a date certain, any attorney's fees and costs incurred by the Association in enforcing the Creekside Village Declaration shall be charged to the homeowner's account. The purpose of the hearing will be to permit the homeowner to show cause why the Board should not find the homeowner in violation of the Creekside Village Declaration or to otherwise seek to resolve the matter. The homeowner will have 30 days after receipt of the Third Notice Letter to request such a hearing. A homeowner must submit a written request for hearing to the Community Manager within such 30 day period.
- B. If no hearing is requested by the homeowner, then the Board, at the expiration of the 30-day period, may take action as described in subparagraph C, below. If a hearing is requested, then the Board will set a date and place for the hearing within 30 days. The Board will give the homeowner at least 10 days written notice of the date and place of the hearing, and issue its decision on the dispute within 5 days after the hearing. If the Board's decision is in favor of the homeowner, then there is no violation of the Creekside Village Declaration and the matter is closed. If the Board rejects the position of the homeowner, the violation is upheld, and the Board may then take action as described in subparagraph C below.
- C. If the homeowner does not request a hearing within the 30 day period, or, having requested a hearing, fails to show cause why he or she is not in violation of the Creekside Village Declaration, the Board may then take action to enforce compliance with the Creekside Village Declaration. These actions may include, but are not limited to:
- a. The imposition of fines, which shall be commensurate with the violation, but in no event shall any single fine be in excess of \$250. Continuing violations may be subject to additional fines at the discretion of the Board.

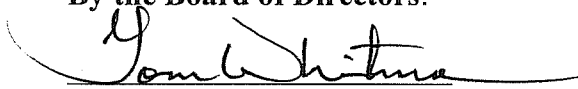
- b. The suspension of use of the common areas.
- c. The institution of litigation to obtain the homeowners compliance with the Creekside Village Declaration.
- d. The charging to the homeowner's account of attorneys' fees incurred by the association to correct the violation.
- e. Correcting the violation through self-help to the extent the same is allowed in accordance with the Article VII of the Creekside Village Declaration, and charging the cost of the remedial work to the homeowner's assessment account also as specified in Article VII of the Creekside Village Declaration.

### 3. Article 3 – Miscellaneous

In the event of a conflict between the Policy and the Creekside Village Declaration, then the terms of the Creekside Village Declaration shall control. The failure by the Association or any homeowner to enforce any covenant or restriction contained in the Creekside Village Declaration shall in no event be deemed a waiver of the right to do so thereafter. Depending on the nature of the violation, the Board shall have the option to proceed directly to the notice letter described in Article 1, (D) above. Notwithstanding any provision contained herein to the contrary, and as provided in Section 209.006 (b) (2) (A) of the Texas Property Code, a homeowner does not have the right to request a hearing or an opportunity to cure the violation prior to the sanctions being imposed, if the homeowner was given notice and a reasonable opportunity to cure a similar violation within the preceding 6 months. In addition, the notice and hearing provisions contained herein, and in Section 209.006 and Section 209.007 of the Texas Property Code, do not apply if the Association files suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action.

SIGNED THIS 13<sup>th</sup> day of October, 2004

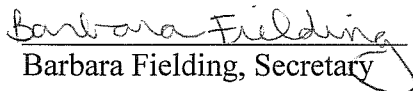
**By the Board of Directors:**



Tom Whitman, President



Anwar Taffique, Treasurer



Barbara Fielding, Secretary

**Exhibit "B"**

**Legal Description**

**Creekside Village No. 1:**

Lots 1 through 32 inclusive, Block 1; Lots 1 through 30 inclusive, Block 2; Lots 1 through 47 inclusive, Block 3; Lots 1 through 21 inclusive, Block 4; Lots 1 through 2 inclusive, Block 5; and Lots 1 through 9 inclusive, Block 6 of **CREEKSIDE VILLAGE No. 1**, an addition to the City of Garland, Dallas County, Texas, according to the Plat thereof recorded in Volume 96141, Page 1850, of the Map Records of Dallas County, Texas.

**Creekside Village No. 2:**

Lot 1, Block 1; Lots 1 through 6 inclusive, Block 3; Lots 40 through 47 inclusive, Block 3; and Lots 1 through 3 inclusive, Block 6 of **CREEKSIDE VILLAGE No. 2**, an addition to the City of Garland, Dallas County, Texas, according to the Plat thereof recorded in Volume 97082, Page 2343, of the Map Records of Dallas County, Texas.

**Creekside Village No. 3:**

Lots 22 through 85 inclusive, Block 4 and Lots 10 through 31 inclusive, Block 6 of **CREEKSIDE VILLAGE No. 3**, an addition to the City of Garland, Dallas County, Texas, according to the Plat thereof recorded in Volume 98061, Page 00139, of the Map Records of Dallas County, Texas.

**Creekside Village No. 4:**

Lots 22 through 33 inclusive, Block 1 and Lots 1 through 7 inclusive, Block 4 of **CREEKSIDE VILLAGE No. 4**, an addition to the City of Garland, Dallas County, Texas, according to the Plat thereof recorded in Volume 98061, Page 00140, of the Map Records of Dallas County, Texas.

DALLAS COUNTY CLERK  
DALLAS CO., TEXAS



*Charles Callahan*

2004 OCT 25 PM 2:29

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

2004 207 05760