

Document Receipt Information

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Village, Garland, Texas, filed of record on December 10, 2005 and recorded as Instrument Number 200503618766 of the Deed Records of Dallas County, Texas (the "Second Amendment"); and

WHEREAS, the Creekside Village Declaration was amended by virtue of that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Creekside Village, Garland, Texas, filed of record on November 7, 2007 and recorded as Instrument Number 20070401006 of the Deed Records of Dallas County, Texas (the "Third Amendment"); and

WHEREAS, the Declaration, the First Amendment, the Second Amendment and the Third Amendment affect certain tracts or parcels of real property in Dallas County, Texas, being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "land" as defined in the Creekside Village Declaration); and

WHEREAS, pursuant to the provisions of Article II, Section 2.1 (b) of the Creekside Village Declaration, the Creekside Village Declaration may be amended upon the approval or express written consent of at least two-thirds (2/3rds) of the outstanding votes of each membership class of the Association. All amendments to the Creekside Village Declaration shall be recorded in the Deed Records of Dallas County, Texas; and

WHEREAS, on the on the 19th day of October, 2010, the annual meeting of the Members of Creekside Village Homeowners Association (the "Association") was held in accordance with the terms and conditions of the Bylaws of the Association and, at such annual meeting, certain amendment to the Creekside Village Declaration were proposed to the Members to be considered and voted upon; and

WHEREAS, the amendments to the Creekside Village Declaration, as set out hereinafter with specificity, were approved by at least two-thirds (2/3rds) of the outstanding votes of each membership class of the Association.

NOW, THEREFORE, the Creekside Village Declaration is hereby amended as follows:

(a) Sections 4.10(a) and 4.10 (b) of Article IV of the Creekside Village Declaration are hereby amended to read in its entirety, as follows:

4.10 (a) Fences and Walls. All residential fences and walls (fences constructed on residential lots) must be constructed of brick, stone, wood, or masonry materials and must comply with all City requirements and ordinances. No fence or wall shall be permitted to extend nearer to the front street than (i) forty-five (45) feet, or (ii) the front of the house, whichever distance is farther. All fences and walls shall be at least six feet (6') in height and shall have a maximum height of eight feet (8'). (Maximum height is established by the City's building code). Wood fences may be stained or weatherproofed, but only a brown or cedar color sealant or stain may be applied. The owner or resident may repair or replace his fence or wall due to normal wear and tear, damage by man or nature, or the resident's desire to have a taller fence for family security and privacy; however, any variance in materials, location or color will require approval by the Board of Directors.

4.10 (b) Maintenance of Fencing. Except for Association fencing, each owner shall maintain all fencing on such owner's lot in a presentable condition and shall make all repairs and replacements. The Association shall be responsible for maintaining the Association fencing. All repairs and replacements must be done using the same type and color of materials so that such fencing does not appear to have been repaired or replaced, except to the extent of the new appearance of the new or replaced materials.

(a) Section 8.8 of Article VIII of the Creekside Village Declaration is hereby amended to read in its entirety, as follows:

8.8 Maintenance Contracts and Capital Improvement Contracts. All maintenance, operating and capital improvement contracts that exceed \$3,000.00 must be reviewed and signed annually. Contracts that exceed \$3,000.00 must be bid at least once every three years. No less than three (3) bids should be considered. All bids will be open to inspection by Association members.

The terms and provisions of the Creekside Village Declaration, the First Amendment, the Second Amendment and the Third Amendment, except as modified herein, are hereby declared to be in full force and effect with respect to the land. The land shall continue to be held, occupied, sold

and conveyed subject to the terms and conditions of the Creekside Village Declaration, the First Amendment, the Second Amendment and the Third Amendment, as amended by this Fourth Amendment to the Creekside Village Declaration.

IN WITNESS WHEREOF, the members of the Creekside Village Homeowners Association have caused this Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Creekside Village, Garland, Texas to be effective as of the 19th day of October, 2010.

**CREEKSIDE VILLAGE HOMEOWNERS
ASSOCIATION**

By: James A. Cahill
Jim Cahill, President

By: Carol D. Cahill
Carol Cahill, Secretary

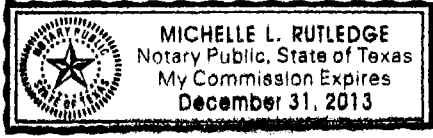
As President of Creekside Village Homeowners Association, I have read the foregoing Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Creekside Village, Garland, Texas, do certify that it is true and correct, that it was approved by at least two-thirds (2/3rds) of the outstanding votes of each membership class of the Association, and do hereby approve same for recording in the Official Public Records of Dallas County, Texas.

James A. Cahill
Jim Cahill, President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public on this day personally appeared Jim Cahill, President of Creekside Village Homeowners Association, 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 purposes therein expressed and in the capacity therein stated.

Given under my hand and affirmed seal of office, this 5th day of December, 2010.



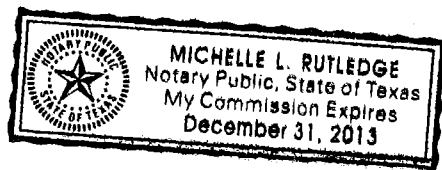
Michelle L. Rutledge

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public on this day personally appeared Carol Cahill, Secretary of Creekside Village Homeowners Association, 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 purposes therein expressed and in the capacity therein stated.

Given under my hand and affirmed seal of office, this 5th day of December, 2010.



Michelle L. Rutledge

Notary Public, State of Texas

Exhibit "A"

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.