

AFTER RECORDING, PLEASE RETURN TO:

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

**SECOND 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:

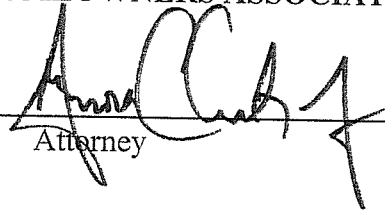
- (a) **Creekside Village Homeowners Association - Enforcement
Policy [effective December 1, 2008]** (Exhibit "A").

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 Second Supplemental Certificate and Memorandum of Recording of Association Documents to be effective as of the 1st day of December, 2008 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 and that certain First Supplemental Certificate of Memorandum of Recording of Association Documents for Creekside Village Homeowner Association filed on October 26, 2004 and recorded under Volume 2004207, Page 05748, 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 15th day of December, 2008.



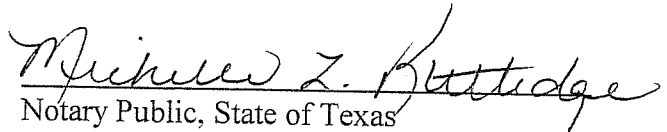

Notary Public, State of Texas

Exhibit "A"

CREEKSIDE VILLAGE HOMEOWNERS ASSOCIATION
ENFORCEMENT POLICY

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

WHEREAS, the Board of Directors of the Creekside Village Homeowners Association., (the "Board") is the entity responsible for the operation of the Creekside Village Homeowner Association., (the "Association"), pursuant to and in accordance with that certain Declaration of Covenants, Conditions and Restrictions for Creekside Village, and any and all amendments thereof and supplements thereto (collectively, the "Creekside Village Declaration") and the Bylaws of the Association and any and all amendments thereto (the "Bylaws"); and

WHEREAS, the Board has the authority to enforce the provisions of the Creekside Village Declaration and to enforce the decisions of the Architectural Control Committee (the "ACC"); and

WHEREAS, the Board has authority pursuant to the Creekside Village Declaration and the Bylaws to determine, in its reasonable discretion, the manner in which violations of the Creekside Village Declaration, the Bylaws, and the architectural standards promulgated of the Creekside Village Declaration, are to be remedied and enforced; and

WHEREAS, the Board has and does hereby find the need to establish procedures for the enforcement of the restrictions contained in the Creekside Village Declaration and the architectural standards found therein and for the elimination of violations which may be found to exist within the Property; and

WHEREAS, the Board acknowledges that the terms and conditions contained herein shall apply to violations of the architectural standards and the covenants, conditions and restrictions contained in the Creekside Village Declaration on all Property affected thereby;

NOW THEREFORE, IT IS RESOLVED that the following procedures and practices are hereby established for the enforcement of violations of the restrictions contained in the Creekside Village Declaration and architectural standards set forth therein, and for the elimination of violations of such provisions found to exist in, on or about the Property (hereinafter referred to as "Enforcement Policy".)

1. **Establishment of a Violation.** Any condition, use, activity, or improvement which does not comply with the provisions of the Creekside Village Declaration , including failure to obtain prior approval by the Architectural Control Committee (ACC), or failure to abide by Use Restrictions or Development Standards, shall constitute a "Violation" under this Policy for all purposes.
 - a. **Failure to Obtain Prior Approval.** Any improvement of any kind or nature erected, placed or altered on any Lot or any portion of the Property which has not been first approved by the ACC, is deemed a "Violation" under this Enforcement Policy for all purposes.
 - b. **Failure to Abide by Use Restrictions or Development Standards.** Any construction, alteration or modification which does not in all respects conform to that which has been so approved by the ACC or any activity or condition allowed to continue or exist on any Lot that is in direct violation of the covenants, conditions and restrictions contained in the Creekside Village Declaration or the architectural standards set forth therein is also deemed a "Violation" under this Enforcement Policy for all purposes.

2. **Notification.**

a. **Report of Violation.** The existence of a Violation will be verified by a field observation conducted by the Board or its delegate. For the purposes of this Enforcement Policy, the delegate of the Board may include Management, an officer or member of the Board, or a member of any committee established by the Board for this purpose. A timely report shall be prepared by the observer for each Violation which shall include a description of the Violation(s), the street address of the Lot on which the Violation exists, and the name of the person making the observation.

b. **Initial Notice of Violation.** The Board or its delegate shall send via certified mail, return receipt requested, to the Owner a written notice of the existence of the Violation ("**Notice of Violation**"). The Notice of Violation will inform the Owner of the following:

- (i) The nature, description and location of the Violation that is the basis for the potential suspension action, charge or fine and state any potential amount due the Association from the Owner;
- (ii) What needs to be done to cure the Violation to avoid further enforcement measures;
- (iii) Notice that the Owner is entitled to a reasonable period to cure the Violation based on the type of action required to cure.

A Notice of Violation is not required if the alleged violator received a Notice of Violation relating to a similar Violation within six (6) months of the current Violation and was given a reasonable opportunity to cure the prior Violation. In such event, The Board may impose sanctions as authorized by the Creekside Village Governing Documents and/or this Enforcement Policy without notice to the Owner other than the Notice of Violation Prior to Enforcement Action described in Paragraph "c".

c. **Notice of Violation Prior to Enforcement Action.** If the Owner fails to remedy the Violation or fails to submit plans and specifications for the offending improvement to the ACC (or if the ACC has denied approval of the plans and specifications submitted), and the violation is continuing, then no earlier than the expiration of the cure period in the Initial Notice of Violation, Management shall send via certified mail, return receipt requested, to the Owner written notice (the "**Notice of Violation Prior to Enforcement Action**") informing the Owner of the following:

- (i) The nature, description and location of the Violation that is the basis for the suspension action, charge or fine and state any amount due the Association from the Owner and that if the Violation is not cured by a date certain that any attorney's fees incurred by the Association in curing the Violation shall be added to the owner's account;
- (ii) That since Owner did not cure the Violation during the period provided in the Initial Notice of Violation the Association is now taking the previously specified enforcement action; and
- (iii) That Owner has a right to request in writing a hearing pursuant to Section 209.007 of the Texas Residential Property Owners Protection Act on or before the 30th day after the date the Owner receives the Notice of Violation Prior to Enforcement Action. If the hearing is to take place before a committee appointed by the Board, then the Notice of Violation Prior to Enforcement Action shall state that the Owner has a right to appeal the committee's decision to the Board by written notice to the Board.

d. **Failure to Remedy and Notice of Fine.** Failure to either (i) cease all non remedial work immediately upon receipt of the Initial Notice of Violation, and/or (ii) remedy the current Violation existing upon the Lot within the cure period stated in the Notice of Violation Prior to Enforcement Action, shall constitute a continuing Violation and result in one or more of the following: (a) the imposition of fines as determined by the Board against the Owner, or (b) the pursuit of any other remedy available at law or in equity, under the Creekside Village Declaration, the Bylaws or this Enforcement Policy including, but without limitation, the suspension of an Owner's (including family members) and/or occupant's right to use the Common Area, the recording in the Official Public Records of Dallas County of a Notice that the Lot in question is in violation of restrictive covenants or an action for injunctive relief and civil damages. Exercise of one remedy will not preclude the later exercise of any other remedy. *The date of expiration of cure period stated in the Notice of Violation Prior to Enforcement Action shall be the "Notice of Fine Date."* The Association shall periodically notify the owner of the amount of fines that have been levied.

3. **Fine Structure.** Any per diem fine imposed pursuant to the provisions of this Enforcement Policy may not exceed \$25.00 per day. In addition to or in place of a daily fine, the Board may impose a fine for actual costs incurred by the Association to remedy the Violation including but not limited to, reasonable attorney's fees. Fines shall begin to be levied on the day that the Violation continues to exist after the Notice of Fine Date. Thereafter, the fines shall accrue on an actual cost basis and/or a per diem basis until the Violation has been remedied or cured. There shall be no limit to the aggregate amount of fines that may be imposed for the same Violation. The initial fine shall be imposed in the event the Owner fails to request a hearing as hereinafter provided.

4. **Hearing.** Included in the Notice of Violation Prior to Enforcement Action will be the notice that the Owner has a right to request in writing a hearing pursuant to Section 209.007 of the Texas Residential Property Owners Protection Act on or before the 30th day after the date the Owner receives the Notice of Violation Prior to Enforcement Action. The Board may appoint a committee to conduct such hearing in which case the Owner has the right to appeal such committee's decision to the Board. The hearing shall be held not later than the 30th day after the date the Board receives the Owner's request for a hearing. The Board shall notify the Owner of the date, time and place of the hearing not later than the 10th day before the date of the hearing. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the Board and Owner.

5. **Actions Without Notice or Hearing.** The notice and hearing provisions shall not apply under the following circumstances as set forth in Subsection 209.007(d) of the Texas Residential Property Owners Protection Act.

a. **Filing of Legal Action.** No notice or hearing shall be required if the Board causes suit to be filed seeking a temporary restraining order or temporary injunctive relief for a violation or causes suit to be filed which includes foreclosure as a cause of action. In such instance, a party to such legal action may file a motion to compel mediation.

b. **Temporary Suspension of Right to Use Common Area.** No notice or hearing shall be required if the temporary suspension is the result of a Violation that occurred in a common area and in the opinion of a majority of the Board involved a significant and/or immediate risk of harm to others. This temporary suspension shall be effective until the Board makes a final determination on the suspension action after following the procedures prescribed in paragraph 2, above. In addition to the temporary suspension, the Board may also impose a fine not to exceed the actual costs incurred by the Association to remedy the Violation including reasonable attorney fees.

6. **Referral to Legal Counsel.** Where a Violation is determined to exist pursuant to any of the provisions of this Enforcement Policy and where the Board deems it to be in the best interests of the Association, after receiving written approval from the Board, the Violation may, at any time and without prior notice to the Owner under the Enforcement Policy, be referred to legal counsel for purposes of seeking to correct or otherwise abate the Violation, including an action for injunctive relief and/or civil damages against the Owner, or any other legal or equitable remedy that may be available to the Association.

7. **Cure of Violation During Enforcement.** An Owner may correct or eliminate a Violation at any time during any procedure prescribed by this Enforcement Policy prior to the Hearing. Upon verification by the Board that the Violation has been corrected or eliminated, the Violation will be deemed to no longer exist and the Initial Notice of Violation and/or Notice of Violation Prior to Enforcement Action shall be voided except as hereinafter provided. The Owner shall be advised by the Board of the consequences of the future violation of the same provision of the Creekside Village Declaration or the architectural standards as set forth in the following paragraph. Unless waived by the Board, the Owner will remain liable for all fines and other charges levied under this Enforcement Policy or the Creekside Village Declaration, which fines and charges, if not paid upon written demand thereof by Management, will be referred to the Association's legal counsel for collection. The Board, however, in its sole and absolute discretion reserves the right to waive some or all of the fines imposed.

8. **Repeated Violation of the Same Provision of the Creekside Village Declaration or the Architectural Standards therein.** Whenever an Owner who has previously cured or eliminated a violation after receipt of an Initial Notice of Violation, commits a similar violation six (6) months from the date of the Initial Notice of Violation, the Board may send a Notice of Violation Prior to Enforcement Action as provided in Subparagraph 2(c), above.

9. **Authority of Management To Act.** The Board may authorize and empower Management to do all such things and perform all such acts as are reasonably necessary to implement and effectuate the purposes of the Enforcement Policy without further action by the Board.

10. **Binding Effect.** The terms and conditions of this Enforcement Policy, as may be amended from time to time by the Board, shall supersede any prior Enforcement Policy and shall bind all Owners including their heirs, successors, transferees or assigns, and the Property shall be held, occupied, transferred and conveyed subject to the terms and conditions of this Enforcement Policy, as amended.

11. **Invalid or Unenforceable Provisions.** If any provision of this Enforcement Policy, or its application to any person or circumstance, is invalid or unenforceable, then the remainder of this Enforcement Policy or the application of those provisions to other persons or circumstances shall not be affected thereby.

12. **Creekside Village Declaration and Bylaws Control.** Nothing herein is intended to amend or modify the Creekside Village Declaration or Bylaws, and in each and every instance of conflict between this Enforcement Policy and the terms of the Creekside Village Declaration and Bylaws, the terms of the Creekside Village Declaration and Bylaws shall control.

13. **Use of Terms.** Capitalized Terms which are used herein but not defined shall have the same meaning given to such terms in the Creekside Village Declaration.

Executed at to be effective as of the 1st day of Dec, 2008.

Creekside Village Homeowners Association, Inc

By: Carmel S. Cabuco
Secretary

CERTIFICATION OF APPROVAL

I, Bobby Nelms, the duly-elected President of the Creekside Village Homeowners Association, Inc. hereby certify:

That the foregoing Creekside Village Homeowners Association, Inc. Enforcement Policy was approved by the affirmative vote of the majority of the Board of Directors, as evidenced by resolution dated Dec 1, 2008, and that the same does now constitute an official policy of the Creekside Village Homeowners Association, Inc. and shall be filed of record with the office of the Dallas County Clerk.

IN WITNESS WHEREOF, I heretofore subscribe my hand on this 1st day of Dec, 2008.

Bobby Nelms
President

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.

CONFORMED COPY



OFFICIAL PUBLIC RECORDS

A handwritten signature in black ink, appearing to read "John F. Warren", is written over the printed name.

John F. Warren County Clerk

Dallas County TEXAS

December 18, 2008 09:28:16 AM

FEE: \$40.00

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