



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 8<sup>th</sup> day of November, 2005, 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) Section 9.5 of Article IX of the Creekside Village Declaration is hereby amended to read in its entirety, as follows:

**9.5 Effect of Nonpayment of Assessments; Remedies of the Association**

(a) ***If any Assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such Assessment shall become delinquent and shall, together with late charges, collection fees and service charges [hereinafter defined in subparagraph (c)], and interest thereon at the highest***

*permitted lawful rate per annum and costs of collection thereof (including attorneys' fees), thereupon become a continuing debt secured by the Assessment Lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner, his heirs, executors, devisees, personal representatives and assigns. The Association shall have the right to reject partial payments of an Assessment and demand the full payment thereof. The personal obligation of the Owner to pay such Assessment shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. Nonetheless, the Assessment Lien for unpaid Assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise deny liability for the Assessments provided herein by non-use of the Common Areas or by abandonment of his Lot.*

- (b) The Association is hereby granted permission and authority by each Owner to provide, at its sole option, written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's default in paying any Assessment when such default has not been cured within thirty (30) days.*
- (c) If any Assessment or any part thereof remains unpaid at the expiration of thirty (30) calendar days from and after the due date established by the Board, a late charge shall be assessed against the non-paying Owner. Should any annual or special Assessment be payable in installments, the Association is authorized to accelerate the entire Assessment and demand immediate payment thereof. The late charge shall be in the amount of determined by the Board of Directors and shall serve to reimburse the Association for administrative expenses incurred to collect delinquent Assessments. The Association's managing agent, should one be engaged by the Association, shall be entitled to charge an Owner a monthly collection fee to compensate the managing agent for its efforts to collect delinquent Assessments. A service charge shall be charged for each check that is returned because of insufficient funds. The amounts of late charges and service charges may be adjusted, for time to time, by the Board consistent with any changes in the administrative costs to collect such Assessments or the Association's bank charges.*
- (d) If any Assessment or part thereof, late charges or service charges, are not paid when due, the unpaid amount of such Assessment, together with all late charges, collection fees and service charges shall bear interest from and after the date when due at the rate set by the Board of Directors not to*

*exceed the highest permitted lawful rate per annum, and the Association may, at its election, retain the services of an attorney for collection and there shall also be added to the amount of such unpaid Assessment, late charge or service charge, any and all collection costs incurred hereunder by the Association, including reasonable attorneys' fees.*

- (e) The Association may, at its option, bring an action at law against the Owner personally obligated to pay any past due Assessments; or, upon compliance with the notice provisions required by law, foreclose the Assessment Lien through non-judicial foreclosure. There shall be added to the amount of such Assessment all costs incurred in such action, including attorneys' fees and in the event a Judgment is obtained, such Judgment shall include interest and reasonable attorneys' fees, together with Court costs. Each Owner expressly vests in the Association or its assigns, the right and power to bring all actions at law or in equity foreclosing such Assessment Lien against such Owner and the expenses incurred in connection therewith, including interest, costs and reasonable attorneys' fees, shall be chargeable to the Owner in default. Under no circumstances, however, shall the Association be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce the payment of Assessments herein.*
- (f) No action shall be brought to foreclose said Assessment Lien or to proceed under the power of sale herein provided in less than thirty (30) days after the date a Notice of Assessment Lien is deposited with the postal authority, certified mail, return receipt requested, postage prepaid to the Owner of said Lot, and a copy thereof is caused to be recorded by the Association in the Office of the County Clerk of Dallas County, Texas. Said Notice of Assessment Lien, which may be signed by the Association's attorney, must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may include interest on the unpaid Assessments at the maximum legal rate), attorneys' fees incurred by the Association in collecting the amounts due, late charges, collection fees and expenses of collection in connection with the debt all of which shall be secured by the Assessment Lien, and the name of the Association.*
- (g) Any such sale provided for above is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Section 51.002 of the Texas Property Code, or in any other manner permitted by law. Each Owner, by accepting a deed or*

*by having accepted a deed to a Lot, expressly grants and is deemed to have granted to the Association a private power of sale as set forth in Section 51.002 of the Texas Property Code, including any successor statute, in connection with the foreclosure of the Association's Assessment Lien against such Owner's Lot. The Board, by resolution that does not have to be filed of record, may appoint an agent or agents to act on the Association's behalf in executing Notices of Assessment Lien Sale and exercising the power of sale. Any such foreclosure conducted in accordance with Section 51.002 of the Texas Property Code shall be conducted by the Association's agent as designated or appointed by the Board. The Association, through duly authorized agents, shall have the power to bid on the Lot at a foreclosure sale and to acquire and hold, lease, mortgage and convey the same.*

- (h) Upon the timely curing of any default for which a Notice of Assessment Lien was recorded by the Association, the Association's attorney is hereby authorized to file of record an appropriate Release of such Notice of Assessment Lien, upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed the actual cost of preparing and filing or recording the Release of Notice of Assessment Lien.*
- (i) The Assessment Lien and the right to conduct a non-judicial foreclosure sale hereunder shall be in addition to and not in substitution of all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including the right to recover a money Judgment for unpaid Assessments as above provided.*

The terms and provisions of the Creekside Village Declaration and the First 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 and the First Amendment, as amended by this Second Amendment to the Creekside Village Declaration.

**IN WITNESS WHEREOF**, the members of the Creekside Village Homeowners Association have caused this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Creekside Village, Garland, Texas to be effective as of the 8<sup>th</sup> day of November, 2005.

**CREEKSIDE VILLAGE HOMEOWNERS  
ASSOCIATION**

By: Bobby Nelms  
Bobby Nelms, President

By: Fayyaz Shah  
Fayyaz Shah, Secretary

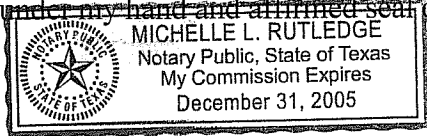
As President of Creekside Village Homeowners Association, Inc., I have read the foregoing Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Creekside Village, Garland, Texas, do certify that it is true and correct, that it was approved by at least two-thirds (2/3rds) of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

Bobby Nelms  
Bobby Nelms, President

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned Notary Public on this day personally appeared Bobby Nelms, 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 30<sup>th</sup> day of November, 2005.

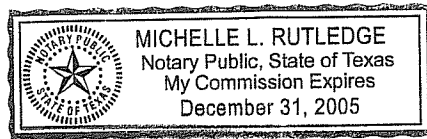


Michelle L. Rutledge  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned Notary Public on this day personally appeared Fayyaz Shah, 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 30<sup>th</sup> day of November, 2005.



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.

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

*Cynthia Figueroa Calhoun*

Cynthia Figueroa Calhoun, County Clerk  
Dallas County TEXAS

December 10, 2005 10:32:23 AM

FEE: \$40.00

200503618766