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**FIRST AMENDMENT TO THE
CERTIFICATE AND MEMORANDUM OF RECORDING
OF ASSOCIATION DOCUMENTS FOR
CREEKBEND HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

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THIS FIRST AMENDMENT TO THE CERTIFICATE AND MEMORANDUM OF RECORDING OF ASSOCIATION DOCUMENTS FOR CREEKBEND HOMEOWNERS ASSOCIATION, INC. (this "First Amendment") is made this 12th day of December, 2017, by Creekbend Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Sumner & Greener, a Texas general partnership, ("Declarant") prepared and recorded an instrument entitled "First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Creekbend Townhomes" on or about February 6, 1986 at Volume 86025, Page 1633 *et seq.* of the Real Property Records of Dallas County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

WHEREAS, the Association recorded Certificate and Memorandum of Recording of Association Documents for Creekbend Homeowners Association, Inc. on or about April 25, 2000 at Volume 2000081, Page 02384 *et seq.* of the Deed Records of Dallas County, Texas (the "Certificate"); and

WHEREAS, Exhibit "A-2" contains the Association's Community Policies (the "2000 Community Policies"); and

WHEREAS, the Association desires to amend the Certificate to replace the 2000 Community Policies with the "Community Policies – Rules and Regulations" attached as Exhibit "A" pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as **Exhibit "A"** is a true and correct copy of the original and is hereby filed of record in the Real Property Records of Dallas County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this First Amendment to the Certificate and Memorandum of Recording of Association Documents for Creekbend Homeowners Association, Inc. to be executed by its duly authorized agent as of the date first above written.

CREEKBEND HOMEOWNERS ASSOCIATION, INC.
a Texas non-profit corporation

By: Donna Frank
Its: President of HOA

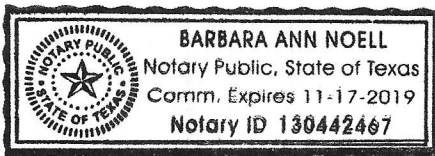
ACKNOWLEDGMENT

STATE OF TEXAS §
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COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Donna Frank of Creekbend Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 14th day of December, 2017.

Barbara Ann Noell
Notary Public, State of Texas



11-17-19
My Commission Expires

Exhibit "A"

Community Policies – Rules and Regulations

AFTER Recording, Return to:

Creekbend Town homes

P.O. Box 551593

Dallas, TX 75355-1593

CREEKBEND HOMEOWNERS ASSOCIATION, INC.

COMMUNITY POLICIES – RULES AND REGULATIONS

Article V, Section 5.3 of the First Amended and Restated By-Laws of Creekbend Homeowner's Association, Inc. grants the Board of Directors of Creekbend Homeowners Association, Inc. the power to establish, make and enforce compliance with rules necessary for the orderly operation, use and occupancy of the Creekbend Townhomes community. Pursuant to this authority, the Board of Directors hereby adopts the following Rules and Regulations.

INTRODUCTION

The Rules and Regulations provided guidelines to help assure a safe, harmonious environment for the homeowners and residents. The rules and regulations have been formulated by the Board of Directors of Creekbend Homeowners Association, Inc. (hereafter referred to as the "Community"). They are designed to provide directions about matters of common concern. Compliance with the standards of the community are important to everyone to ensure a quality living environment and the protection and enhancement of our investment.

Inasmuch as conditions change from time to time, the Board reserves the right to enforce and change the Rules and Regulations as deemed appropriate for the welfare of the homeowners and residents.

The most important rule is: BE CONSIDERATE OF YOUR NEIGHBORS.

Owners, residents, tenants, and guests are subject to all of the Community's Governing Documents, including these Rules and Regulations. Owners are responsible for the actions of tenants and guests.

EXTERIOR ALTERATIONS

1. The Community is responsible for the exterior maintenance of the townhomes. They are also responsible for the architectural harmony of the community. For these reasons, it is imperative for owners and residents to submit, in writing, any plans to make exterior alterations to a townhome. This includes, but is not limited to, storm doors, new windows, enclosed patios and enclosed carports.
2. Once approved, any exterior alterations will become the maintenance responsibility of the homeowner. This includes enclosed carports.

FRONT & REAR FENCED AREAS

Maintenance of trees planted inside the townhome's gate or back yard is the responsibility of the homeowner; thus these enclosed patio areas are to be maintained by the homeowner not the Community. Trees, shrubs, vines, etc. should not be in contact with the buildings, including carports/garages. Should damage to the exterior walls, roof, or carports take place because of a homeowner's trees, shrubs, vines, etc., the homeowner is responsible for the cost of repairs and the Community will charge back all costs of repairs to the homeowner and his/her lot. The Community may also take actions to cure any problems resulting from trees or other plants should they be considered harmful to the property. Fines may also be applied for failure to keep these areas well maintained.

TELEPHONE/UTILITIES/CABLE

Utilities are the responsibility of the resident. Dallas Water Services provides water, sewer, and trash pickup.

LEASING

1. The lease must comply with all governing documents and Texas law.
2. Owners are responsible and liable for the conduct of their tenants.
3. Both owners and tenants are subject to all of the Community's governing documents and the Rules and Regulations.
4. "For Sale" or "For Lease" type signs may be posted only in the front window of a townhome. Yard signs are prohibited unless submitted to and approved by the Board of Directors.
5. Non-resident owners must provide the management company with information as to the address and telephone number of the tenant.
6. No townhome shall be leased for transient, hotel or non-residential purposes.
7. Townhomes must be leased in their entirety; no portion of any townhome (other than the entire townhome) shall be leased for any period.
8. The homeowner is still obligated to pay assessments, regardless of whether the homeowner or a tenant is the occupant of a townhome, or whether or not the townhome is occupied.

PARKING & VEHICULAR REGULATIONS

1. The Board strongly recommends that residents use their carport spaces and leave the carport lights on at night for improved lighting on the back of townhomes as this may improve safety.
2. It is the responsibility of each homeowner to advise tenants, guests, service personnel, etc., of the need to comply with parking and vehicular regulations.
3. No bicycles, scooters, etc. shall be allowed except in private or designated areas.
4. Motorcycles and similar vehicles may only be parked in the parking areas.
5. Parking of boats, motor homes, inoperable vehicles, travel or camper trailers or overnight parking of commercial vehicles is not allowed.
6. The Community shall not be liable to the owner/occupant for vehicle damage, articles left therein, or accessories due to any cause whatsoever, including fire, theft, or accident.
7. Major vehicular maintenance or repair is not permitted on the premises. Major maintenance refers to anything, which immobilizes the vehicle for more than four (4) hours. Additionally, any mess made by normal maintenance must be cleaned away by the homeowner or tenant immediately upon completion of the maintenance/repair work.
8. Do not empty ashtrays or other trash onto the parking areas or driveways.
9. Parking on grassy, landscaped or common areas has caused considerable damage to irrigation systems and the turf. Any vehicle parked on such areas may be towed by the Community. Refer to towing signs located on the property to locate and claim vehicles. Towing, impound, and/or other fees may apply and are at the expense of the vehicle's owner.

KEYS AND LOCKS

Each homeowner is provided with one key allowing access to the gates of the swimming pools and tennis court. Homeowners may replace a lost key for a fee of \$10. Contact management for a replacement key.

TENNIS COURT

The tennis court is located in the south central portion of the property between the Creekbend Townhomes clubhouse and the Creekbend Condominiums clubhouse. It is available from 7:00 am to 11:00 pm.

Please be considerate of others waiting to use the court. Night lighting is available by simply pushing the timer button. Please turn off the lights when you leave.

SWIMMING POOLS

1. All children age 12 and under must be accompanied by an adult of 18 or older in order to use the pool/hot tub.
2. No running or dangerous play is allowed in the pool area.
3. Owners will be held financially responsible for any damage or vandalism caused by the homeowner or the owner's residents and guests. This applies to all areas of the community as well.
4. Do not remove the life preservers, hooks, or ropes from the hangers unless it is for an emergency.
5. Use only plastic or paper containers in the pool area. No glass or glass bottles are allowed.
6. No pets of any kind are allowed in the swimming pool or in the surrounding areas (This is a City of Dallas ordinance).
7. Leave the pool area clean. Pick up all trash and put it in the trash can if one is provided, otherwise, take it back to your townhome for disposal.
8. Always close the pool gate securely and make certain it locks behind you. Never prop the gate open.
9. Guests must be accompanied by their host resident.
10. Portable radios and any other electronic devices in the pool area should be maintained at a volume setting conducive to avoiding annoying other residents using the pool and nearby residents.
11. Persons having open wounds or communicable diseases are not allowed in the pool.
12. The pool may be closed for cleaning, security, or other reasons as deemed necessary, and the Community may change the pool rules and set hour or use restrictions as deemed appropriated.
13. The Community does not employ a lifeguard. Children and guests are the sole responsibility of the resident host. All swimmers swim at their own risk.

CLUBHOUSE

The clubhouse is for the use and enjoyment of owners and their guests. Owners may reserve the clubhouse for use, based on availability and time restrictions. The Community will make efforts for equal opportunity of Clubhouse usage by owners. The Clubhouse may not be used for commercial purposes (i.e. sample sales, sales seminars, garages sales, etc.). The current reservation fee is \$50, and a \$250 security deposit is required at the time of reservation. Owners are responsible for the cleanliness and overall condition of the clubhouse during usage. Homeowner is responsible for clean-up after usage and liable for any damages as a result of their usage.

TRASH DISPOSAL

1. The City picks up trash on Tuesdays.
2. The City picks up bulk trash during the week of the fourth Monday. It must be placed out in the front of the townhome. The City will not pick up bulk trash in the alleys. Bulk trash may be put out the Thursday prior to the fourth Monday. Any bulk trash placed out prior to that, as well as trash put out after the bulk trash pick-up is made, will be removed by the Community and all expenses will be charged to the homeowner.
3. No trash, furniture, lumber/firewood, toys, etc. may be stored outside the fence of any townhome or under the carport except in the townhome's designated outside storage closet.

PETS

1. Pet owners are completely responsible for all damages to common areas caused by their pets. Owners shall be held responsible for any pet violation whether the pet is owned by their resident, guest, or themselves.
2. No dog is allowed outside the townhome except when on a leash and accompanied by the homeowner or responsible person.
3. No pet is allowed in the swimming pool area or in the surrounding area (this is City ordinances). Any homeowner caught allowing pets in the swimming pool area may have their pool privileges suspended by the Community, as well as being fined for the violation.
4. If a homeowner cannot control the barking of a dog or the annoying habits of any pet, whether inside or outside of the townhome, or if the pet interferes with the rights, comfort or convenience of other residents, the homeowner must remove the pet from the property within three (3) days of the date notice is given by the Board of Directors and must control the pet until such time as it is off the property.
5. All pets must comply with local and state laws regarding licensing, shots, etc.
6. Pets must not be allowed to relieve themselves on shrubbery or areas normally trafficked by homeowners. All pet excrement must be promptly removed from the premises.
7. Pets are not allowed to be permanently housed on patios at any time.
8. All dangerous or untamed animals, regardless of size or weight, are prohibited.
9. No animals, livestock, birds or reptiles of any kind, regardless of number, shall be raised, bred, boarded or kept in a unit or upon the common areas, except for the keeping of small, orderly domestic pets (e.g. dogs, cats, caged birds) provided, however, that such domestic pets are not kept or maintained for commercial purpose or breeding.
10. No animal may be leashed to any stationary object on the common areas.

PLUMBING

During periods of extreme cold, it is the responsibility of each homeowner and occupant to maintain a temperature within their townhome sufficient to prevent interior pipes from freezing. Freezing pipes can cause substantial damage to not only the owner's townhome but also neighboring townhomes. If such damage occurs, the homeowner is responsible to the Community and other owners and/or occupants for any damage.

INSURANCE

The Community carries insurance on Creekbend Townhomes, which covers the common areas and the building structure. It does not cover your personal belongings and furnishings.

INOPERABLE AND STORED VEHICLES

1. A vehicle is defined as inoperable if it does not have a current license registration, or a current vehicle inspection certificate, or has been inoperable for 30 days on private property or 3 days on public property. The Community can adopt a broader definition so long as such vehicle would be considered a public nuisance. "Public Nuisance" is defined as anything that threatens the health, morals, safety, comfort, convenience, or welfare of a community.
2. A "Stored Vehicle" is one that does not appear to have been in service for 30 days on private property and does not appear to be the owner's regular means of transportation. A Stored Vehicle on public property for 3 days is prohibited.
3. An "Abandoned Vehicle" is considered abandoned when: (1) it is inoperable, or it appears to have been left unattended on public property for 48 hours; (2) has remained illegally on private property without owner's consent for 30 days. An Abandoned Vehicle does not have to be inoperable or unregistered; it simply must be left unattended without permission on private or public property.
4. Any Inoperable, Abandoned or Stored vehicle is prohibited. Parking spaces are limited and are needed for Creekbend Townhomes homeowners and residents.
5. The Community may impose fines of up to \$50.00 per day to the homeowner for vehicles in violation and/or have the vehicle towed off the property by use of the Community's contracted towing service. Any towing and storage expenses charged by the towing service shall be the responsibility of the vehicle owner.

SUMMARY

The Board of Directors of Creekbend Homeowners Association, Inc. welcomes your input on any matter that would make Creekbend a better neighborhood. Any complaint or suggestion for improvement may be presented to the Board by initiating a call to the management company.

These Rules and Regulations are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on December 12, 2017, and has not been modified, rescinded or revoked.

DATE: 12-12-2017

Secretary: 