

AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr.

Henry Oddo Austin & Fletcher, P.C.

1717 Main Street

Suite 4600

Dallas, Texas 75201

**CERTIFICATE AND MEMORANDUM OF RECORDING OF
DEDICATORY INSTRUMENTS
FOR
CREEKBEND HOMEOWNER'S ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The undersigned, as attorney for Creekbend Homeowner's Association, Inc., a Texas nonprofit corporation, for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described in the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Creekbend Townhomes, recorded as Instrument No. 198600252644 in the Official Public Records of Dallas County, Texas, including any amendments and supplements thereto ("*Property*"), hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

- 1. *Rules and Regulations Inc. (Exhibit A-1); and***
- 2. *Resolution of the Board of Directors (Insurance) (Exhibit A-2).***

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 dedicatory instruments until amended. The attached dedicatory instruments replace and supersede all previously recorded dedicatory instrument addressing the same or similar subject matter and shall remain in force and effect until revoked, modified or amended by the Board of Directors.

IN WITNESS WHEREOF, Creekbend Homeowner's Association, Inc. has caused this First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be recorded in the Official Public Records of Dallas County, Texas, and to supplement that cate and Memorandum of Recording of Dedicatory Instruments recorded on December 4, 2024, under Instrument No. 202400244195 in the Official Public Records of Dallas County, Texas.

**CREEKBEND
HOMEOWNER'S ASSOCIATION, INC.,
a Texas non-profit corporation**



By: _____
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Creekbend Homeowner's Association, Inc., 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 26th day of November, 2025.

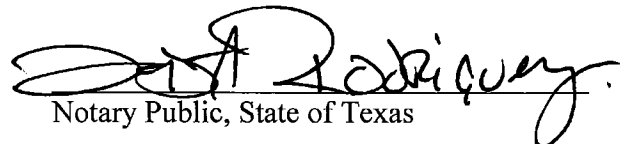
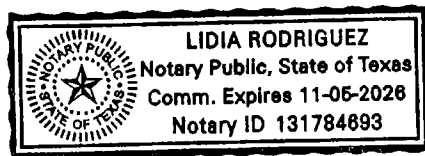

Notary Public, State of Texas

Exhibit A-1

CREEKBEND HOMEOWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

Article V, Section 5.02 of the Second Amended and Restated By-Laws of Creekbend Homeowner's Association, Inc. grants the Board of Directors of Creekbend Homeowners Association, Inc. the power for making, amending and enforcing policies, resolutions, rules and regulations governing the administration and operation of the Association, including but not limited to, policies and procedures regarding the application of payments for assessments, late charges, interest, costs of collection (including, but not limited to, attorney's fees), fines, and any and all other charges received from Owners;. 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. Each Homeowner is responsible for the exterior maintenance of their townhome. Failure to do so may result in a daily fine beginning 30 days after a violation notice has been sent to the homeowner. Homeowners are also responsible for keeping with 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, garages, or any part of the exterior of their townhome.
2. Once approved, any exterior alterations will also become the maintenance responsibility of the homeowner.

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. The City of Dallas 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 improves 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 7am to 10pm.

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 hours or use restrictions as deemed appropriate.
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.
14. Pool hours are 10am to 9pm during the pool season. Pool season runs from Memorial Day through Labor Day each year. Proper swimwear is required.

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. Owner is responsible for clean-up after usage and liable for any damage. Reservations are limited to 4 consecutive hours per Reservation. Clubhouse may be reserved during the hours of 10am to 9pm, if available. The clubhouse may be unavailable at times and may be closed for cleaning, security, or other reasons as deemed necessary, and the rules for reservations, hours, or use restrictions may be changed as deemed appropriate.

TRASH DISPOSAL

1. The City picks up trash on Weekly.
2. The City picks up bulk trash once a month or according to their schedule posted on the City's website. Bulk trash 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 only according to the City's schedule. Any bulk trash put out prior to that, as well as trash put out after the bulk trash pick-up is made, may result in violation fine(s) and removal expenses 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. Trash not placed in trash cans may result in a fine of \$50 per day.

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. Loose dogs may result in a fine of \$50 per day.

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

Each homeowner must carry an insurance policy that covers their home (full coverage) and provide to the Association proof of insurance coverage. Proof by the Association as a named Interested Party or as a Named Insured on the policy is the only acceptable proof of insurance. Failure to provide proof of insurance will result in an initial fine of \$100 and an additional fine of \$50 per day until cured.

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 11/13/ 2025, and has not been modified, rescinded or revoked.

DATE: 11/24/2025 Secretary: [Signature]

Curable Violations Fine Schedule

DESCRIPTION OF VIOLATION	TIME TO CURE VIOLATION	INITIAL FINE	DAILY OR MONTHLY CONTINUAL FINE
Trash can visible from street (Trash cans may be visible for 12 hours before pickup and 12 hours after pickup)	5 Days	\$50.00	\$50 daily
Trash visible and not placed in trash can and/or bulk trash set out before or after City scheduled day/times	5 Days	\$50.00	\$50 daily
Dogs running loose and failure to cleanup after pets.	5 Days	\$50.00	\$50 daily
Damage to home exterior including siding, fascia, stucco, etc. Damaged or inappropriate window blinds or coverings visible from adjoining property or public or private thoroughfares.	30 Days	\$50.00	\$50 daily
Damage to HOA property including but not limited to common areas and structures	30 Days	Minimum \$100 Up to actual cost to repair including all expenses	Minimum \$100 Up to actual cost to repair including all expenses
Landscaping not well maintained. (weed overgrowth in private courtyards visible to public)	30 Days	\$100.00	\$100.00 weekly
Improper parking of vehicle (Commercial vehicles boats trailers and large trucks are only allowed for temporary parking up to 8 Hours)	30 Days	\$50.00	\$50.00 Daily After 5 days vehicle may be towed away
Inoperable vehicle, trailer or boat parked on yard, common area, or carport for more than 8 hours.	30 Days	\$50.00	\$50.00 Daily After 5 days vehicle may be towed away
Fence Violations (fence not installed improper fencing materials, improper fence placement without consent of HOA Board)	30 Days	\$50.00	\$50.00 Daily Fences damaged by overgrowth will not be repaired by HOA

Failure to gain approval from the Architectural Committee or Landscape Committee for changes or alterations	30 Days	\$250.00	\$250.00 monthly
Any other Violations not specified	30 Days	\$50	\$50 monthly

Uncurable Violations Fine Schedule for Violations that may pose a threat to public health or safety

Description of Violation	Time to Cure	Fine Amount	Subsequent Fine Amount
Uncurable Violations or Violations that may pose a threat to Public Health or Safety	N/A	\$200.00	N/A

Notwithstanding the foregoing and pursuant to Section 209.0061(c) of the Texas Property Code, the Board reserves the right to levy a fine from the schedule(s) of fines that varies on a case-by-case basis. Specifically, the Board has the sole discretion to set the amount of the fine (if any) as it reasonably relates to the violation of the Governing Documents. Any adjustment to the fine schedule(s) by the Board shall not be construed as a waiver of the fine schedule or the Governing Documents. Any fine levied by the Association is the person obligation of the Owner.

The rest of this page is intentionally left blank.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

SIGNED THIS THE 24 DAY OF NOVEMBER, 2025.

CREEKBEND HOMEOWNER'S ASSOCIATION, INC.,
a Texas nonprofit corporation

By Donna Frank
Creekbend HOA, President

By Walter Michel
Creekbend HOA, Secretary

Exhibit A-2

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
CREEKBEND HOMEOWNER'S ASSOCIATION, INC.
REGARDING PROOF OF INSURANCE COVERAGE**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

WHEREAS, the Board of Directors of Creekbend Homeowner's Association, Inc. ("*Board*") is the entity responsible for the operation of Creekbend Homeowner's Association, Inc., a Texas nonprofit corporation ("*Association*"), in accordance with and pursuant to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Creekbend Townhomes, filed on August 26, 2025 as Instrument No. 202500178448 in the Official Public Records of Dallas County, Texas, and any and all supplements thereof and amendments thereto ("*Declaration*"); and

WHEREAS, under Article 7, Section 7.02 of the Declaration, an Owner of a Townhome shall be solely responsible for obtaining and maintaining at such Owner's sole cost and expense, all general liability insurance and all insurance covering all alterations, additions, betterments and improvements to such Owner's Townhome and all other personal property located at the Owner's Townhome or constituting a part thereof; and

WHEREAS, under Article 7, Section 7.05 of the Declaration, each Owner, at his or her expense, will maintain all insurance coverage required of Owners by the Association; and

NOW, THEREFORE BE IT RESOLVED,, that the Association is authorized to request and obtain from the Owner subject to the Declaration any and all documentation deemed necessary by the Board to verify the existence of insurance coverage required of Owners by the Association; and

IT IS FURTHER RESOLVED, that this Resolution shall be deemed part of the Declaration as defined under Article 1 of the Declaration; and

IT IS FURTHER RESOLVED, that the failure of the Owner to provide a copy of his or her insurance policy or, in the alternative, the insurance declaration page which serves as a summary of the policy's policy number, policy term, coverage types, coverage limits, deductibles, premiums, and the names of insured parties, to the Association upon request shall be deemed a violation of the Declaration which shall authorize the Association to levy against the Owner, and his or her respective Townhome, fines and/or the amounts of any loss assessment and/or the cost of the deductible applicable to the Townhome. Any such Individual Assessment levied by the Association shall be secured by the lien securing the payment of assessments and may be enforced through foreclosure.

IT IS FURTHER RESOLVED that this Resolution was duly approved at meeting of the Board held on the 12 day of NOVEMBER, 2025, and that the same does now constitute an official Resolution of the Association.

IT IS FURTHER RESOLVED, that this Resolution, and the rules and regulations adopted hereby, shall become effective when filed of record with the Office of the Dallas County Clerk, and when sent via electronic mail to those Members of the Association who have registered an email address with the Association and when posted on the Association's website.

IT IS FURTHER RESOLVED, that this Resolution shall forthwith be recorded in the Official Public Records of Dallas County, Texas, and shall remain in effect until otherwise modified or rescinded by the Board.

**CREEKBEND HOMEOWNER'S
ASSOCIATION, INC.,
a Texas non-profit corporation**

By: Donna Frank
Its: HOA PRESIDENT

**Dallas County
John F. Warren
Dallas County Clerk**

Instrument Number: 202500251242

eRecording - Real Property

Recorded On: December 01, 2025 10:55 AM

Number of Pages: 16

" Examined and Charged as Follows: "

Total Recording: \$81.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 202500251242
Receipt Number: 20251126000748
Recorded Date/Time: December 01, 2025 10:55 AM
User: Tineka S
Station: Cc102

Record and Return To:

CSC Global



**STATE OF TEXAS
COUNTY OF DALLAS**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.

John F. Warren
Dallas County Clerk
Dallas County, TX