

**SUPPLEMENTAL
NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR CREEKSHAW
(Covenant Enforcement Policy and Fining Schedule)**

**STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF ROCKWALL §**

THIS SUPPLEMENTAL NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR CREEKSHAW (this "Supplement") is made this 1st day of July, 2024, by Creekshaw Owners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, the Association is the property owners' association created to manage or regulate the planned unit development subject to the Declaration of Covenants, Conditions, and Restrictions for Creekshaw Owners Association, Inc., recorded on or about May 19, 2021 as Document No. 20210000013290 of the Real Property Records of Rockwall County, Texas (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 previously recorded the Notice of Filing of Dedicatory Instruments for Creekshaw on or about September 1, 2021, as Document No. 20210000023221 of the Real Property Records of Rockwall County, Texas (the "Notice"); and

WHEREAS, the Association desires to supplement the Notice with the dedicatory instrument attached hereto 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 Rockwall County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Supplement to be executed by its duly authorized agent as of the date first above written.

CREEKSHAW OWNERS ASSOCIATION, INC.
A Texas non-profit corporation

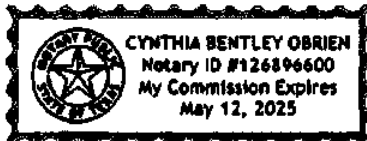
By: Melissa Zubik
Name: Melissa Zubik
Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

BEFORE ME, the undersigned authority, on this day personally appeared Melissa Zubik, President of Creekshaw Owners 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 18th day of July, 2024.



Cathy B. O'Brien
Notary Public, State of Texas

My Commission Expires: 5/12/2025

EXHIBIT "A"

Covenant Enforcement and Fining Policy

SUPPLEMENTAL NOTICE OF FILING OF DEDICATORY INSTRUMENTS - Page 3

CREEKSHAW OWNERS ASSOCIATION, INC.

COVENANT ENFORCEMENT POLICY AND FINING SCHEDULE

(Section 209.0061 of the Texas Property Code Compliant)

WHEREAS, Creekshaw Owners Association, Inc. (the "Association") is authorized to enforce the covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions and Restrictions for Creekshaw Owners Association, Inc. (the "Declaration"), the Bylaws of Creekshaw Owners Association, Inc. (the "Bylaws"), any guidelines, any policies, and any rules and regulations adopted by the Board pursuant to the Declaration (collectively, the "Restrictions"); and

WHEREAS, pursuant to Article IV, Section 4 of the Declaration, the Association is authorized to impose sanctions for violation of the Declaration or rules and regulations, to include reasonable monetary fines and suspension of the right to use any recreational facilities within the Common Area; and

WHEREAS, Article IV, Section 4 further grants the Board the power to exercise self-help to cure violations; and

WHEREAS, in order to comply with Sections 209.006, 209.0061, and 209.007 of the Texas Residential Property Owners Protection Act (the "Act") the Board of Directors of the Association desires to adopt the following policies and procedures for the enforcement of the restrictive covenants set forth in the Restrictions and for the levying of fines against violating owners.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the Restrictions and for the elimination of violations of the Restrictions and the same are to be known as the "Covenant Enforcement Policy and Fining Schedule" (to be referred to herein as the "Enforcement Policy").

I

EXEMPTED ACTIONS/REMEDIES

This Enforcement Policy and the procedures herein do not apply if the Association files suit seeking a temporary restraining order or temporary injunctive relief, files suit to recover money damages, is seeking to recover unpaid assessments and/or is pursuing judicial or non-judicial foreclosure, is pursuing a self-help remedy, in the event the Association temporarily suspends an Owner's right to use the Common Area based upon a violation that occurred on the Common Area and involved a significant and immediate risk of harm to others in the community, or a counterclaim of the Association in a lawsuit brought against the Association by a property owner.

II **GENERALLY**

The steps and procedures contained in this Enforcement Policy serve as a general outline of the procedures to follow for enforcement of the covenants, conditions, restrictions, and rules contained in the Restrictions; provided, however, that this Enforcement Policy does not apply to collection of assessments and related costs and charges. The Association is not bound to follow the exact procedures in every enforcement matter except as required by the Restrictions or the Act. The procedures in this Enforcement Policy are not intended to constitute a prerequisite or condition precedent to the Association's ability to pursue a remedy to enforce against any violation or to obtain any legal relief or remedy except as required by the Act.

The definitions contained in the Association's Restrictions are hereby incorporated herein by reference. For purposes of this Enforcement Policy, "Lot" shall have the same meaning as "Lot" as defined in the Declaration.

III **VIOLATION**

Any condition, conduct, use, activity, or improvement which does not comply with the provisions of the Restrictions shall constitute a "Violation" under this Policy for all purposes. A Violation is considered a threat to public health or safety if the Violation could materially affect the physical health or safety of an ordinary resident. A Violation is considered incurable if the Violation has occurred but is not a continuous action or condition capable of being remedied by affirmative action. The following are examples of acts considered incurable for purposes of this Policy:

- a. shooting fireworks;
- b. an act constituting a threat to health or safety;
- c. a noise violation that is not ongoing;
- d. property damage, including the removal or alteration of landscape; and
- e. holding a garage sale or other event prohibited by the Restrictions.

The non-repetition of a one-time Violation or other Violation that is not ongoing is not considered an adequate remedy to the Association with respect to the enforcement of such Violation.

IV **OPTIONAL COURTESY NOTICE**

Upon discovery of a Violation, the Board or its delegate may, but is not obligated to, forward to the Owner of the Lot in question written notice via regular first-class mail, email, or via postcard of the discovery of a Violation(s) (the "Courtesy Notice"). The Courtesy Notice will

give the Owner a deadline for correction or cure. The Board or its delegate may proceed immediately to the notice below and is not required to send this Courtesy Notice.

V
NOTICE OF VIOLATION

If the Violation is not corrected or eliminated within the time period specified in the Courtesy Notice, or if the Board or its delegate deem it appropriate to proceed without the Courtesy Notice, the Association will send the Owner of the Lot in question a written notice of the Violation(s) by verified mail at the Owner's last known address as shown on the Association's records as well as to any other address the Owner has used or provided to the Association or for which the Association believes to be connected to the Owner (the "Notice of Violation"). 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 Restrictions and/or this Enforcement Policy without notice to the Owner other than the Notice of Sanction/Fine described below. A Notice of Violation is also not required if the Act does not require it. The Notice of Violation, if required, will provide, as applicable, the following:

1. Describe the Violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner;
2. Inform the Owner that the Owner:
 - a. is entitled to a reasonable period to cure the Violation and avoid the fine or suspension if the Violation is of a curable nature and does not pose a threat to public health or safety,
 - b. may request a hearing under Section 209.007 on or before the 30th day after the date the Notice of Violation was mailed to the Owner; and
 - c. may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 *et seq.*), if the owner is serving on active military duty.
3. Specify the date by which the Owner must cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety; and
4. Notify the Owner that if a curable Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if the conduct which constitutes a Violation is committed again, or if a written request for a hearing is not made on or before the 30th day after the date of the Notice of Violation, that the sanctions or actions delineated in the Notice of Violation may be imposed or taken and that any attorney's fees and costs will be charged to the Owner.

VI
OWNER'S RIGHT TO REQUEST A HEARING

If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board. However, Owners do not have a right to request a hearing if (i) the Owner is not entitled to an opportunity to cure the violation; (ii) if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action; or (iii) the Association temporarily suspends a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision.

If the Owner is entitled to a hearing and timely requests such hearing, the Association will hold the hearing not later than the 30th day after the date the Board receives the Owner's written request for a hearing and 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 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 parties.

The Owner or the Association may make an audio recording of the meeting.

Not later than ten (10) days before the Association holds a hearing hereunder, the Association shall provide to an Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. If the Association does not provide a packet within the ten-day period, the Owner is entitled to an automatic 15-day postponement of the hearing.

During the hearing, a Board member or the Association's designated representative shall first present the Association's case against the Owner. The Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.

VII
REFERRAL TO LEGAL COUNSEL

Where a Violation is determined or deemed to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner, filing a notice of violation or non-compliance against the Lot in the real property records, seeking injunctive relief against the Owner to correct or otherwise abate the Violation, and/or filing suit to collect fines and/or costs incurred to cure Violations or repair property damage. Attorney's fees and all costs incurred by the Association in enforcing the Restrictions and administering this Enforcement Policy shall become the personal obligation of the Owner.

VIII
CATEGORIES OF VIOLATIONS AND SCHEDULE OF FINES

The Board of Directors has established a list of the general categories of restrictive covenants for which the Association may assess fines for violation of the covenants and the schedule of fines for each such category. These categories and schedules are attached hereto as **Exhibit A**.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on July 18th, 2024, and has not been modified, rescinded, or revoked.

DATE: 7/18/2024

Melissa Zittel
President / Secretary

EXHIBIT A

SCHEDULE OF FINES

The Board reserves the right to vary from this fine schedule on a case-by-case basis depending on the nature and severity of any Violation. An Owner's conduct may violate more than one provision of the Association's governing documents in which case the Association may levy a fine for each category of Violation. Initial Fines, 2nd Fines and Additional Fines may double for repeat offenders of the same or similar Violation.

Subject to the provisions of this Enforcement Policy and/or the Restrictions, the general categories of Violations and the schedule of fines for those Violations shall be as follows:

<u>CATEGORY OF VIOLATION</u>	<u>TYPE</u>	<u>INITIAL FINE</u>	<u>2ND AND ADDITIONAL FINES</u>
Single-Family/Business Use	Curable	Up to \$500	Up to \$1000 per month
Nuisance/Noxious/Offensive Conduct	Uncurable	Up to \$500 (one-time)	N/A
Nuisance/Noxious/Offensive Conduct	Curable	Up to \$500	Up to \$1000 per month
Architectural Violations			
Failure to Submit Plans	Uncurable	Up to \$500 (one-time)	N/A
Failure to Construct Per Approved Plans (Modification Denied)	Curable	Up to \$500	Up to \$500 per month
Failure to Construct Per Approved Plans (Modification Allowed)	Curable	Up to \$10,000 (one-time)	N/A
Leasing Violation			
Short-Term Rental	Curable	Up to \$100	Daily fine equal to daily rental rate
Leasing During Moratorium	Curable	Up to \$500	Monthly fine equal to monthly rental rate
No Notice of Lease (Lease Compliant)	Uncurable	Up to \$500 (one-time)	N/A
Lease Non-Compliant	Curable	Up to \$500	Monthly fine equal to monthly rental rate
All Other	Uncurable	Up to \$500 (one-time)	N/A
All Other	Curable	Up to \$500	Monthly fine equal to monthly rental rate
Ownership Violation (More than 1 Home)	Curable	Up to \$1000	Up to \$1000 per month
Parking & Vehicle-Related Violations			
Parking & Vehicle-Related Violations	Curable	Up to \$500	Up to \$1000 per month
Parking & Vehicle-Related Violations	Uncurable	Up to \$500 (one-time)	N/A
Pet & Animal (Livestock) Violations			
Pet & Animal (Livestock) Violations	Curable	Up to \$500	Up to \$1000 per month
Pet & Animal (Livestock) Violations	Uncurable	Up to \$500 (one-time)	N/A

Maintenance, Construction, Landscaping & Drainage Violations	Curable	Up to \$500	Up to \$1000 per month
Maintenance, Construction, Landscaping & Drainage Violations	Uncurable	Up to \$500 (one-time)	N/A
Rules & Regulations Violations	Curable	Up to \$500	Up to \$1000 per month
Rules & Regulations Violations	Uncurable	Up to \$500 (one-time)	N/A
All Other Violations	Curable	\$100	\$250 (2 nd); \$500 (3 rd +))
All Other Violations	Uncurable	\$100 (one-time)	N/A

COVENANT ENFORCEMENT POLICY AND FINING SCHEDULE - Page 7

Electronically Filed and Recorded
Official Public Records
Jennifer Fogg, County Clerk
Rockwall County, Texas
07/25/2024 08:59:42 AM
Fee: \$61.00
20240000012952



Jennifer Fogg