

AFTER RECORDING, PLEASE RETURN TO:

**Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1717 Main Street
Suite 4600
Dallas, Texas 75201**

**TWENTY-NINTH SUPPLEMENTAL CERTIFICATE AND
MEMORANDUM OF RECORDING OF DEDICATORY
INSTRUMENTS
FOR
HACKBERRY CREEK HOME OWNERS ASSOCIATION**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The undersigned, as attorney for Hackberry Creek Home Owners Association, 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 on Exhibit B attached hereto, hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

- ***Covenant Enforcement and Fine Policy for Hackberry Creek Home Owners Association*** (Exhibit A-1); and
- ***Resolution of the Board of Directors of Hackberry Creek Home Owners Association Approving Updates to Traffic Fining Schedules*** (Exhibit A-2).

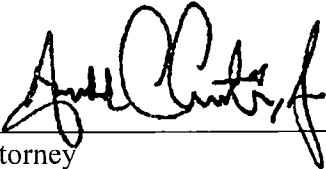
All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing dedicatory instruments. The attached dedicatory instruments replace and supersede previously recorded dedicatory instruments

addressing the same subject matter, if any, and shall remain in force and effect until revoked, modified or amended by the Board of Directors.

IN WITNESS WHEREOF, Hackberry Creek Home Owners Association has caused this Twenty-Ninth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with the office of the Dallas County Clerk, and except as herein provided, serves to supplement those certain dedicatory instruments recorded in the Official Public Records of Dallas County, Texas, to wit: (i) in Volume 99252, Page 06422; (ii) in Volume 2001041, Page 05547; (iii) in Volume 2003142, Page 4105; (iv) as Instrument No. 200600396768; (v) as Instrument No. 20070382552; (vi) as Instrument No. 20080228698; (vii) as Instrument No. 201100340418; (viii) as Instrument No. 201300365115; (ix) as Instrument No. 201500251699; (x) as Instrument No. 201600222036; (xi) as Instrument No. 201700209128; (xii) as Instrument No. 202000064717; (xiii) as Instrument No. 202000086872; (xiv) as Instrument No. 2020-202000223431; (xv) as Instrument No. 2021-202100349456; (xvi) as Instrument No. 2021-202100382072; (xvii) as Instrument No. 2022-202200215901; (xviii) as Instrument No. 2022-202200218500; (xix) as Instrument No. 2022-202200230611; (xx) as Instrument No. 2022-202200234644; (xxi) as Instrument No. 2022-202200315498; (xxii) as Instrument No. 2023-202300014934; (xxiii) as Instrument No. 2023-202300016873; (xxiv) as Instrument No. 2023-202300063325; (xxv) as Instrument 2023-202300146477; (xxvi) as Instrument No. 2023-202300173096; (xxvii) as Instrument 2023-202300194764; (xxviii) as Instrument No. 2023-202300206661; and (xxix) as Instrument No. 2024-202400014269.

[SIGNATURE TO FOLLOW]

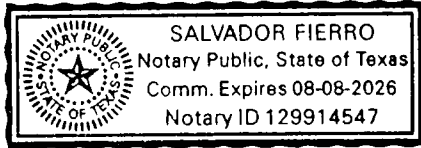
**HACKBERRY CREEK HOME OWNERS ASSOCIATION,
a Texas Non-Profit Corporation**

By: 
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for Hackberry Creek Home Owners 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 March, 2024.



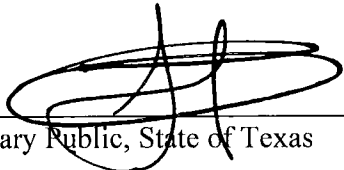

Notary Public, State of Texas

Exhibit A-1

**COVENANT ENFORCEMENT AND FINE POLICY
FOR
HACKBERRY CREEK HOME OWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

WHEREAS, the Board of Directors (“*Board*”) of Hackberry Creek Home Owners Association, a Texas non-profit association (“*Association*”), is empowered to govern the affairs of the Association pursuant to that certain 2023 Amended and Consolidated Declaration of Covenants, Conditions, and Restrictions on and for the Hackberry Creek Residential Community County, Texas filed on April 3, 2023, and recorded as Instrument No. 2023-202300063324 of the Official Public Records of Dallas County, Texas, as amended (“*Declaration*”), the Bylaws of the Association (“*Bylaws*”), and the Texas Business Organizations Code; and

WHEREAS, the Declaration affects certain parcels or tracts of real property in the City of Irving, Dallas County, State of Texas (“*Property*”); and

WHEREAS, pursuant to authority set forth in the Declaration and Bylaws, the Association, acting by and through the Board, has the authority to enforce the provisions of the Declaration, the power to enforce the provisions of the Declaration, including establishing and imposing reasonable monetary fines or penalties for the violation of the Association’s dedicatory instruments, including, but not limited to, the Declaration, the Bylaws, rules and regulations, policies, resolutions, or design/architectural guidelines (collectively, the “*Governing Documents*”); and

WHEREAS, the Board has authority pursuant to the Declaration and the Bylaws to determine, in its reasonable discretion, the manner in which violations of the Governing Documents are to be remedied; and

WHEREAS, the Board has and does hereby find the need to establish rules, regulations, and procedures for the enforcement of the restrictions contained in the Governing Documents and for the elimination of violations which may be found to exist within the Property; and

WHEREAS, this Enforcement Policy (herein so-called) does not replace the Association’s Traffic Rules Enforcement Policy, filed on November 22, 2021, and recorded as Instrument No. 2021-202100349456 in the Official Public Records of Dallas County, Texas, with exception of the Traffic Fining Schedules, which are modified and replaced by the Board from time to time.

NOW THEREFORE, IT IS RESOLVED that the following rules, regulations, and procedures relative to the operation of the Association are hereby established for the enforcement of violations of the Governing Documents and for the elimination of such violations found to exist in, on or about the Property (hereinafter referred to as the “*Enforcement Policy*”).

1. **Establishment of a Violation.**

a. **Failure to Obtain Prior Approval.** Any additions, improvements, modifications, and/or repairs of any kind or nature erected, placed, or altered on any Lot which (i) requires the prior approval of the improvement by the Village Architectural Control Committee or the Master Association Architectural Control Committee (collectively, the “ACC” as defined in the Declaration) and (ii) has not been first approved by the ACC is deemed a “Violation” under this Enforcement Policy for all purposes.

b. **Failure to Abide by the Governing Documents.**

(i) Any construction, alteration or modification to any improvement on a Lot which does not in all respects conform to that which has been so approved or any activity or condition allowed to continue or exist on any Lot that is in direct violation of the Governing Documents is also deemed a “Violation” under this Enforcement Policy for all purposes.

(ii) Any violation of the Governing Documents or noncompliance of a deed restriction covenant is deemed a “Violation” under this Enforcement Policy for all purposes.

c. **Common Violations.** A representative sample of violations is outlined in Exhibit 1 titled “Common Violations.” This is not an exhaustive list of Violations.

2. **Notification.**

a. **Initial Notice (Courtesy Notice).** Upon verification of the existence of a Violation by the Association or management company representative (“*Management*”) of the Association, the Association may send to the Owner a written notice of the existence of the Violation (“*Initial/Courtesy Notice*”). The Initial/Courtesy Notice will generally inform the Owner of the following:

(i) The nature, description, and location of the Violation; and

(ii) What needs to be done to cure the Violation, and provide notice that the Violation must be cured within fourteen (14) days^{1,2} of the date of the Initial/Courtesy Notice to avoid further enforcement measures; and

(iii) A statement that if the Violation has already been cured, remedied, corrected, or plans and specifications for the subject improvement have been submitted to the ACC, to disregard the notice.

1 For purposes of this Enforcement Policy, the term “days” shall mean calendar days.

2 The Board may require certain Violations be cured within three (3) days from the date of the letter.

The Association may, but is under no obligation, send one (1) or more Initial/Courtesy Notice(s).

b. Notice of Violation. If the Owner has (i) failed to submit plans and specifications for the offending improvement or modification to the ACC, or the ACC has denied the approval of plans and specifications initially submitted, and/or (ii) the Violation is continuing, then no earlier than fourteen (14) days from the date of the Initial/Courtesy Notice, if one is sent, the Association shall send to the Owner written notice ("*Notice of Violation*") informing the Owner of the following:

- (i) The nature, description, and location of the Violation and notification that if the Violation is corrected or eliminated by the time period set forth therein, no further action will be taken; and
- (ii) Notification that if the Violation is not corrected or eliminated by the time period specified in 2(b)(i), any attorney's fees incurred by the Association in eliminating or abating the Violation, and any violation fines imposed as determined by the Board, shall be charged to the Owner's account; and
- (iii) Notification of the proposed sanction to be imposed and amount due the Association, if any, and a brief description of what needs to be done to cure the Violation; and
- (iv) If necessary, work on any improvement not designed to cure the Violation must cease immediately and may not resume without the prior written approval of the ACC; and
- (v) Failure to remedy the Violation or cease work on any unauthorized improvement will result in the Association electing to pursue any one or more of the remedies available to the Association under the Governing Documents or this Enforcement Policy; and
- (vi) In the event the Violation is deemed to be an incurable violation or violation posing a threat to health or safety, the Association is not required by law to provide an opportunity to cure and may impose an immediate fine. The following are examples of acts considered incurable: (1) shooting fireworks or discharging a firearm; (2) an act constituting a threat to health or safety; (3) a noise violation that is not ongoing; (4) damaging Association property, including the removal or alteration of landscape; and (5) holding a garage sale or other event prohibited by a dedicatory instrument; and
- (vii) His/her right to assert and protect his/her rights as a member of the Armed Forces of the United States. The protected individual or family member shall send written notice of the active-duty military service to the sender of the Notice of Violation immediately; and

- (viii) Advise the Owner that he or she has the right to make a written request for a hearing on or before the thirtieth (30th) day after the date of the Notice of Violation. The hearing, if one is requested in a timely manner, will be held before the Board.

The Notice of Violation shall be sent to the Owner by certified mail, return receipt requested, and first-class U.S. mail. The Owner shall be responsible for administrative and postage fee expenses in delivering notices under this Enforcement Policy. It is the responsibility of the Owner to update the Association with regards to any address, telephone number, or e-mail address changes.

c. Failure to Remedy and Notice of Fine. Failure to either (i) submit complete plans and specifications showing that the Violation will be remedied, (ii) cease all non-remedial work immediately upon receipt of the Notice of Violation, and/or (iii) remedy the current Violation existing upon the Lot within fourteen (14) days of the date of the Notice of Violation, shall constitute a continuing Violation and result in one or more of the following: (a) the imposition of violation fines as determined by the Board against the Owner, (b) the suspension of the right to enter upon and/or use any recreational facilities within the Common Area(s), and/or (c) the pursuit of any other remedy available at law or in equity, under the Governing Documents or this Enforcement Policy including, but without limitation, the recording in the County Clerk’s office, of a Notice that the Lot in question is in violation of restrictive covenants or an action for injunctive relief and civil damages. The Association may send, but is under no obligation, a notice to the Owner in the form of a formal written notice of fine (“*Notice of Fine*”) informing the recipient of the continuing Violation and the remedy chosen as a result thereof. The date of the Notice of Fine shall be the “*Notice of Fine Date*.”

d. Fine Structure. Unless otherwise provided herein, any single fine imposed pursuant to the provisions of this Enforcement Policy may not exceed \$500.00 as determined by the Board and an Initial Fine of not less than \$50.00 may be imposed for failure to remedy or cure the Violation. In the event the Owner fails to respond or comply by remedying or curing the Violation within fourteen (14) days after the Initial Fine, additional fines may be imposed as follows:

<u>Curable Maintenance Violations</u>	
Initial Fine	\$50.00
Second Fine	\$100.00
Third Fine	\$200.00
Fourth and Subsequent Fines	\$400.00
<u>Uncurable Violations and Violations Which Pose a Threat to Public Health or Safety</u>	
Fine	amount not to exceed \$2,000.00

<u>Unapproved ACC Modifications and Other Violations</u>	
Initial Fine	\$100.00
Second Fine	\$200.00
Third Fine	\$400.00
Fourth and Subsequent Fines	\$500.00

Fines and the frequency of fines, are to be determined by the Board, may be imposed every day that the Violation continues to exist after the Notice of Fine date. There shall be no limit to the aggregate amount of fines that may be imposed for the same Violation. The Board may modify, from time to time, the schedule of fines. The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the Violation(s).

3. **Right to a Hearing Before the Board of Directors.** If the Association receives a written request for a hearing on or before the thirtieth (30th) day after the date of the Notice of Violation, the Board shall hold a hearing not later than the thirtieth (30th) day after the date the Association received the written request for a hearing. The Association shall notify the Owner of the date, time, and place of the hearing not later than the tenth (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 ten (10) days. Additional postponements may only be granted by agreement of the parties. The Owner's presence is not required to hold a hearing under this paragraph. The Association or Owner may make an audio recording of the hearing.

Not later than ten (10) days before the Board holds a hearing, the Association shall provide to the Owner a packet containing all documents, photographs, video evidence, and communications relating to the matter which the Association intends to introduce at the hearing ("*Evidence Packet*"), if any. If the Board intends to produce any documents, photographs, videos, and communications during the hearing, and does not send an Evidence Packet to the Owner in a timely manner, the Owner is entitled to an automatic 15-day postponement of the hearing. At the commencement of the hearing, a member of the Board or the Association's designated representative shall present the Association's case against the Owner. Following the presentation by the Board, the Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute. The Owner or the Board may make an audio recording of the hearing. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the Board. The Board shall notify the Owner in writing of its action within ten (10) days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future Violations of the same or other provisions and rules by any Owner.

Prior to the hearing, proof of proper notice of the hearing shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by an Officer, Director or agent who delivered such notice. The notice requirement shall be satisfied if the Owner appears at the meeting. The minutes of the meeting shall contain a statement of the results of the hearing and the sanction, if any, imposed.

4. **Corrective Action (Self-Help)**. Notwithstanding the provisions contained in Paragraph 2 hereof, where a Violation of Declaration or duly promulgated rules and regulations or design/architectural guidelines is determined to exist pursuant to any provision of this Enforcement Policy, Management, where allowed by the Declaration and with the approval of the Board, may undertake to cause the Violation to be corrected, removed or otherwise abated by qualified contractors if the Association, in its reasonable judgment, determines that such Violation may be readily corrected, removed, or abated without undue expense and without breach of the peace. Where Management is authorized by the Board to initiate any action by qualified contractors, the following shall apply:

a. The Association, through Management, must first provide the Owner with a notice of deficiency. Should the Violation not have been remedied by the Owner within no less than five (5) days from the date of the notice of deficiency, may enter upon the Lot to cure the Violation.

b. Any cost incurred in correcting or eliminating a Violation shall be charged to the Owner's account.

c. The Association, the Board, and its agents and contractors shall not be liable to the Owner or any third party for any damages or costs alleged to arise by virtue of action taken under this Paragraph 4 where the Association, the Board, its agents, and contractors have acted reasonably and in conformity with this Enforcement Policy.

5. **Referral to Legal Counsel**. Where a Violation is determined to exist by the Board 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, the Board may, at any time and without prior notice to the Owner under the Enforcement Policy, refer the Violation 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.

6. **Notices**.

a. Any notice required by this Enforcement Policy to be given, sent, delivered, or received in writing will be deemed to have been given, sent, delivered, or received, as the case may be, upon the earlier to occur of the following:

(i) When the notice is delivered by electronic mail, the notice is deemed delivered and received when the sender "sends" the electronic mail and receives a confirmation or report acknowledging the time and date it was delivered. It is an Owner's duty and responsibility to keep an updated electronic mail address registered with the Association.

(ii) When the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered and received as of the third

day after the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association. Any Notice of Violation or Notice of Corrective Action shall be sent certified mail, return receipt requested, and First-Class U.S. Mail.

b. Where the Lot is occupied by a tenant or where the interests of an Owner have been handled by a representative or agent of such Owner, any notice or communication from the Association or Management pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to the Owner at the address on record with the Association. The Association may, as a courtesy, also provide notice to the tenant.

7. **Cure of Violation During Enforcement.** An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by the Association that the Violation has been corrected or eliminated, and any fines imposed by the Board has been paid, the Violation will be deemed to no longer exist, and the Notice of Violation shall be voided except as hereinafter provided. The Owner shall be advised by the Association of the consequences of the future Violation of the same provision of the Governing Documents as set forth in the following paragraph. The Owner will remain liable for all fines levied under this Enforcement Policy, which fines, if not paid upon written demand thereof by the Association, will be referred to the Association's legal counsel for collection. The Board, however, in its sole and absolute discretion, reserves the right to suspend or waive some or all of the fines imposed. The suspension or waiver of fines shall not constitute a waiver of the right to sanction Violations of the same or other provisions and rules by any person.

8. **Repeated Violation of the Same Provision of the Governing Documents.** Whenever an Owner, who has previously cured or eliminated a Violation after receipt of an Initial/Courtesy Notice, commits a separate Violation of a similar provision of the Governing Documents within six (6) months from the date of the Notice of Violation, the Association shall reinstate the Violation, including the fines previously imposed related to such Violation that were waived by the Board, and pursue the procedures set forth herein as if the Violation had never been cured or eliminated. For purposes of illustration only, in the event the Owner cured the Violation after having received an Initial/Courtesy Notice, the second Violation of the same provision shall prompt the Association to send a Notice of Violation. Similarly, in the event the Owner cured the Violation after having received a Notice of Violation, the second Violation shall prompt the Association to send a Notice of Fine as provided hereunder. In the event an Owner cured the Violation after having received a Notice of Fine, the second Violation shall prompt the Association to commence the levying of violation fines without further notice to the Owner. In the event of a repeated Violation, the Board shall be authorized to double the fine amount.

9. **Payment of Violation Fines.** Payment of the violation fine amount does not imply or constitute a waiver of enforcement or the granting of a variance for the Violation. All Violations must be corrected and brought into compliance with the Governing Documents. If there is a subsequent Violation of a similar rule, the fine amount will be imposed pursuant to the Fine Structure provision. Failure to pay fines may result in a lien on the Owner's Property. The

Owner shall be responsible for any fines and enforcement costs assessed on the Property. If applicable, it is the Owner's responsibility to pursue reimbursement of the fines from the tenant(s).

10. Authority of Management To Act. The Board hereby authorizes and empowers Management to do all such things and perform all such acts as are necessary to implement and effectuate the purposes of the Enforcement Policy and compliance with Texas Property Code Section 209.0051(h), including the levying of violation fines, without further action by the Board.

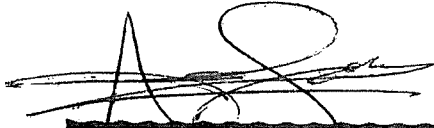
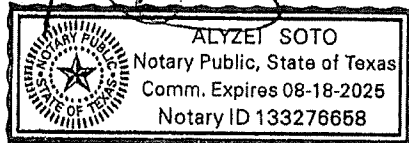
11. Binding Effect. The terms and conditions of this Enforcement Policy, as may be amended from time to time by the Board, shall bind all Owners including their heirs, successors, transferees or assigns, and all Lots as defined in the Declaration, and the Property shall hereafter be held, occupied, transferred, and conveyed subject to the terms and conditions of this Enforcement Policy, as amended by the Board.

That certain Traffic Rules Enforcement Policy filed on November 22, 2021, and recorded as Instrument No. 2021-202100349456 in the Official Public Records of Dallas County, Texas, remains in effect and is not modified or replaced by this Enforcement Policy, provided, however, the Traffic Fining Schedules attached thereto have been and will be modified and replaced by the Board Resolution from time to time.

This Enforcement Policy is hereby adopted by resolution of the Board and, except as set forth above, replaces and supersedes, in all respects, all prior policies and resolutions with respect to the enforcement of Violations by the Association, and shall remain in force and effect until revoked, modified, or amended by the Board.

12. Definitions. The definitions contained in the Association's Governing Documents are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Board has caused this Enforcement Policy to be executed by its duly authorized representative as of the March 1, 2024.

State of Texas
County of Dallas
03-14-2024

**HACKBERRY CREEK
HOME OWNERS ASSOCIATION,
a Texas non-profit corporation**

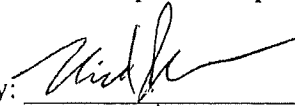
By: 
Its: President

EXHIBIT 1**Common Violations***

Holiday Decorations (if not removed within 30 days of the holiday)
Property used for storage (boats, vehicles, trailers, ATV, RVs, oversized work trucks, and any other oversized vehicle, etc.)
Trash cans, trash bags and recycling left in public view on days other than designated city trash pick-up days
Trash, debris, or refuse on property
Unapproved signs in yards or on property, including commercial/vendor signs
Home maintenance/repairs that do not conform with other homes in the subdivision (ex: rotting wood/siding, broken, missing or dilapidated fence pickets/fences, fence staining, sagging gutters, damaged garage door, replacing broken light fixtures, etc.)
Exterior painting needed (ex: house, front door, siding)
Failing to maintain lawn, including irrigation equipment, remove weeds from flower beds and tree wells, trim bushes, etc.
Littering in Common Areas
Modification, and/or addition made to Property without prior approval from the ACC
Vehicle parking violations
Unapproved roof
Recreational equipment
Failure to remove pet waste or not keeping pet on leash
Livestock or poultry kept on property

* This is not an exhaustive list of violations.

Exhibit A-2

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**RESOLUTION OF THE BOARD OF DIRECTORS
OF HACKBERRY CREEK HOME OWNERS ASSOCIATION
APPROVING UPDATES TO TRAFFIC FINING SCHEDULES**

WHEREAS, the Board of Directors of the Hackberry Creek Home Owners Association (the "*Board*") is the entity responsible for the operation of the Hackberry Creek Home Owners Association, Inc. (the "*Association*") in accordance with and pursuant to that certain Amended and Consolidated Declaration of Covenants, Conditions and Restrictions on and for the Hackberry Residential Community, filed of record with the office of the County Clerk of Dallas County, Texas on October 10, 1996 and recorded in Volume 96213 Page 03823, et seq. of the Official Public Records of Dallas County, Texas and any and all supplements thereof and amendments thereto (the "*Declaration*"), and the Bylaws of the Association (the "*Bylaws*"); and

WHEREAS, under Article IV, Section 4.09 of the Declaration, the Board is specifically authorized to recommend, adopt, implement and enforce rules, regulations, mechanisms and procedures governing use of the entry gatehouses, sidewalks, streets, including the levying of fines for violations of said rules and regulations; and

WHEREAS, the Board desires to update the Fining Schedules attached to the Traffic Rules Enforcement Policy; and

WHEREAS, a meeting of the Board was held on the 21st day of February, 2024 (the "*Meeting*"); and

WHEREAS, a quorum of the Directors was present at the Meeting; and

WHEREAS, the Board determined that it was in the best interests of the Association to resolve to update the Fining Schedules attached to the Traffic Rules Enforcement Policy; and

WHEREAS, no less than a majority of the Directors present at the Meeting voted to resolve to approve the Traffic Finning Schedules attached hereto as Exhibits 1 and 2.

THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that the Board has resolved and does hereby resolve as follows:

1. The Hackberry Creek Traffic Finning Schedule — Residents, attached hereto as Exhibit 1, is hereby approved for all purposes.

2. The Hackberry Creek Traffic Finning Schedule — Non-Residents, attached hereto as Exhibit 2, is hereby approved for all purposes.

3. Exhibit 1 and Exhibit 2 are hereinafter referred to, collectively, as the "Traffic Finning Schedules."

4. The Traffic Finning Schedules shall serve to replace the schedule attached to that certain Traffic Rules Enforcement Policy attached as Exhibit A to that certain instrument filed on November 22, 2021, and recorded as Instrument No. 2021-202100349456 in the Official Public Records of Dallas County, Texas.


5. That certain Resolution of the Hackberry Creek Home Owners Association Approving Updates to Traffic Finning Schedules, attached as Exhibit A-2 to that certain instrument filed on April 3, 2023, and recorded as Instrument No. 2023-202300063325 in the Official Public Records of Dallas County, Texas, is hereby withdrawn and of no further force and effect.

6. That certain Resolution of the Hackberry Creek Home Owners Association Approving Updates to Traffic Finning Schedules, attached as Exhibit A to that certain instrument filed on July 24, 2023, and recorded as Instrument No. 2023-202300146477 in the Official Public Records of Dallas County, Texas, is hereby withdrawn and of no further force and effect

7. The Traffic Finning Schedules shall take effect when this Resolution is filed with the Office of the Dallas County Clerk and notice of this Resolution is posted on the Association's website.

IT IS FURTHER RESOLVED that this Resolution shall remain in effect until the amended or revoked by a majority vote of the Board.

HACKBERRY CREEK HOME OWNERS
ASSOCIATION

BY: 

President



State of Texas
County of Dallas
03-14-2024

Exhibit 1

HACKBERRY CREEK TRAFFIC FINING SCHEDULE – RESIDENTS

VIOLATION DESCRIPTION	FINE SCHEDULE
<ul style="list-style-type: none"> • In 30mph zone - Speeding over 36 MPH - First Occurrence. • In 20mph zone — Speeding over 24 MPH — First Occurrence. 	<p>\$175.00, plus \$10.00 for each mile per hour greater than 40 MPH in 30mph zone. \$175.00, plus \$10.00 for each mile per hour greater than 27 MPH in 20mph zone.</p>
<ul style="list-style-type: none"> • In 30mph zone - Speeding over 36 MPH - Second Occurrence within six months of first violation. • In 20mph zone - Speeding over 24 MPH - Second Occurrence within six months of first violation. 	<p>\$175.00, plus \$10.00 for each mile per hour greater than 40 MPH in 30mph zone. \$175.00, plus \$10.00 for each mile per hour greater than 27 MPH in 20mph zone.</p>
<ul style="list-style-type: none"> • In 30mph zone - Speeding over 36 MPH - Third Occurrence within six months of second violation. • In 20mph zone - Speeding over 24 MPH - Third Occurrence within six months of second violation. 	<p>\$225.00, plus \$10.00 for each mile per hour greater than 40 MPH in 30mph zone. \$225.00, plus \$10.00 for each mile per hour greater than 27 MPH in 20mph zone.</p>
<ul style="list-style-type: none"> • In 30 mph zone - Speeding over 36 MPH - Fourth Occurrence within six months of third violation. • In 20 mph zone - Speeding over 24 MPH - Fourth Occurrence within six months of third violation. 	<p>\$225.00, plus \$10.00 for each mile per hour greater than 40 MPH in 30 mph zone or \$225.00, plus \$10.00 for each mile per hour greater than 27 MPH in 20 mph zone AND automatic & immediate revocation of Guest Privileges and Toll Tag / RFID automatic resident lane entry for 30 days. Must use guest lane.</p>
<ul style="list-style-type: none"> • In 30 mph zone - Speeding over 36 MPH - Fifth Occurrence within six months of fourth violation. • In 20 mph zone - Speeding over 24 MPH - Fifth Occurrence within six months of fourth violation. 	<p>\$225.00, plus \$10.00 for each mile per hour greater than 40 MPH in 30 mph zone or \$225.00, plus \$10.00 for each mile per hour greater than 27 MPH in 20 mph zone AND automatic & immediate revocation of Guest Privileges and Toll Tag / RFID automatic resident lane entry for 90 days. Must use guest lane.</p>
<ul style="list-style-type: none"> • In 30mph zone - Speeding over 36 MPH - Sixth and any Subsequent Occurrence within six months of fifth & any subsequent violation. • In 20mph zone - Speeding over 24 MPH - Sixth and any Subsequent Occurrence within six months of fifth & any subsequent violation 	<p>6th Occurrence \$450.00, plus \$20.00 for each mile per hour greater than 40 MPH in 30 mph zone or \$450.00, plus \$20.00 for each mile per hour greater than 27 MPH in 20 mph zone AND automatic & immediate revocation of Guest Privileges and Toll Tag / RFID automatic resident lane entry for 180 days. For each subsequent violation after 6th, fines are double the previous amount and revocation of guest/toll tag/RFID entry is extended an additional 180 days. Must use guest lane.</p>
Speeding in Alleys - Speed greater than 19 miles per hour	Same Fine Schedule as Speeding on Streets
Stop Sign - First Occurrence	Fine of \$25.00
Stop Sign - Second Occurrence within six months of first violation	Fine of \$125.00
Stop Sign - Third Occurrence within six months of second violation	Fine of \$125.00
Stop Sign - Fourth Occurrence within six months of third violation	Fine of \$125.00 and automatic & immediate revocation of Guest Privileges and Toll Tag / RFID automatic resident lane entry for 30 days. Must use guest lane.
Stop Sign - Fifth Occurrence within six months of fourth violation.	Fine of \$125.00 and automatic & immediate revocation of Guest Privileges and Toll Tag / RFID automatic resident lane entry for 90 days. Must use guest lane.
Stop Sign - Sixth and any Subsequent Occurrence within six months of fifth & any subsequent violation	6th Occurrence \$250.00 and automatic & immediate revocation of Guest Privileges and Toll Tag / RFID automatic resident lane entry for 180 days. For each subsequent violation after 6th, fines are double the previous amount and revocation of guest/toll tag/RFID entry is extended an additional 180 days. Must use guest lane.

Note: Violations for resident vehicles ARE NOT counted cumulatively to an individual property but ARE counted cumulatively to the resident vehicle.

TRAFFIC FINING SCHEDULE – RESIDENTS DEFENSIVE DRIVING OPTION

As an alternative to paying the fine listed for a First Occurrence in the above TRAFFIC FINING SCHEDULE – RESIDENTS for speeding over 36 MPH in a 30 MPH zone or over 24 MPH in a 20 MPH zone, residents may request in writing within 45 days of the date of their alleged violation that their fine be waived if they successfully complete a Texas State Approved Defensive Driving Course. Listed below are the criteria for the use of this alternative:

1. Only one Defensive Driving course alternative is allowed for each Hackberry Creek resident vehicle per year.
2. The alleged violator must pay an administrative fee of \$50 to the Association.
3. The alleged violator must deliver to the Association a defensive driving course certificate in their name within 90 days of the date of the alleged violation or time period set by the Board at any hearing held with the alleged violator and/or resident.
4. If the house was rented and the renter was the alleged violator, the 1 year period would be waived if a new renter occupied the property.
5. Alleged violations of driving at a speed of 40 MPH or greater are not eligible for the Defensive Driving Course fine waiver.
6. Although the First Occurrence fine can be waived by the successful completion of a Texas State Approved Defensive Driving Course by the alleged violator, the property is still subject to the progressive fine schedule listed in the Traffic Fine Schedule for any additional violations of the Village speed limit by any of its registered vehicles.

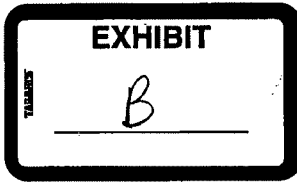
Exhibit 2

HACKBERRY CREEK TRAFFIC FINING SCHEDULE—NON-RESIDENT

VIOLATION DESCRIPTION	PENALTY SCHEDULE
SOCIAL INVITEES - Speeding over 36 MPH in 30mph zone or over 24 MPH in 20mph zone or Stop Sign violation - First Occurrence	Guest Traffic Violation Warning Letter to the Guest and to the Resident that approved the social invitee's entry into the Village on the day of the violation
SOCIAL INVITEES - Speeding over 36 MPH in 30mph zone or over 24 MPH in 20mph zone or Stop Sign violation - Second Occurrence within six months of first violation	Guest Traffic Violation Warning Letter to the Guest and to the Resident that approved the social invitee's entry into the Village on the day of the violation
SOCIAL INVITEES - Speeding over 36 MPH in 30mph zone or over 24 MPH in 20mph zone or Stop Sign violation — Third Occurrence	Social Invitee not allowed to drive on Village streets for 30 days and a fine of \$175.00, plus \$10.00 for each mile per hour greater than 40 MPH in 30mph zone or \$10.00 for each mile per hour over 27 MPH in a 20 mph zone (speeding) or \$125.00 (Stop Sign) - paid by the resident
SOCIAL INVITEES - Speeding over 36 MPH in 30mph zone or over 24 MPH in 20mph zone or Stop Sign violation — 4 th & Additional occurrences by the same vehicle	Social Invitee not allowed to drive on Village streets for 90 days and a fine of \$350, plus \$20.00 for each mile per hour greater than 40 MPH in 30mph zone or \$20.00 for each mile per hour over 27 MPH in a 20 mph zone (speeding) or \$250.00 (Stop Sign) for 4 th occurrence - paid by the resident. Each subsequent occurrence after 4 th occurrence is double the previous fine amount and Social Invitee not allowed on Village streets for 180 days for each subsequent occurrence.
CONTRACTOR VEHICLE - Speeding over 36 MPH in 30mph zone or over 24 MPH in 20mph zone or Stop Sign Violation	Contractor Traffic Violation Warning Letter to the contractor
CONTRACTOR VEHICLE - Speeding over 36 MPH in 30mph zone or over 24 MPH in 20mph zone or Stop Sign violation — Additional occurrences by the same vehicle	Contractor vehicle not allowed to drive on Village streets for 30 days
CONTRACTOR VEHICLE - Speeding over 36 MPH in 30mph zone or over 24 MPH in 20mph zone or Stop Sign violation — Additional occurrences by the same vehicle	Contractor vehicle not allowed to drive on Village streets for 90 days
COMMERCIAL DELIVERY OR SERVICE VEHICLE - Speeding over 36 MPH in 30mph zone or over 24 MPH in 20mph zone or Stop Sign violation	Commercial Traffic Violation Letter to the Owner/Manager of the delivery/service company.
COMMERCIAL DELIVERY OR SERVICE VEHICLE - Speeding over 36 MPH in 30mph zone or over 24 MPH in 20mph zone or Stop Sign violation — Additional occurrences by the same vehicle	Village attorney send letter to Owner/Manager of delivery/service company listing ramifications of continued unsafe driving in the Village
GOVERNMENT VEHICLE - Speeding over 36 MPH in 30mph zone or over 24 MPH in 20mph zone or Stop Sign violation	Government Vehicle Traffic Violation Letter to the appropriate government official
GOVERNMENT VEHICLE - Speeding over 36 MPH in 30mph zone or over 24 MPH in 20mph zone or Stop Sign violation — Additional occurrences by the same vehicle	Village attorney send letter to appropriate government official listing ramifications of continued unsafe driving in the Village

Note: Violations for non-residents ARE NOT counted cumulatively to an individual property but ARE counted cumulatively to non-resident vehicle.

Exhibit B



A description of the land parcels included within, and the village-related restrictive covenants covering, the Hackberry Creek single-family residential community.

The Hackberry Creek single-family residential community generally consists of the six (6) separate land areas described as follows [and all references hereinbelow to recorded documents are to the Public Real Estate Records of Dallas County, Texas]:

- Area L (50):** Being a 51.511 acre tract of land situated in the B.B.B. and C.R.R. Survey, Abstract No. 196, in the City of Irving, Dallas County, Texas and more particularly described by metes and bounds within that certain "Declaration" filed and recorded in Volume 83121, Page 3049 et seq. (particularly within pages 3071-3074) of the Deed Records of Dallas County, Texas. Area L (50) has been platted as follows:

<u>Name of Plat</u>	<u>Plat Recording Data</u>
Final Plat Kinwest Sector 20 - Residential Phase I - First Installment	82132/2416

and Area L (50) (as well as all the other Areas within Hackberry Creek) has been subjected to previously recorded restrictive covenants as follows:

<u>Instrument</u>	<u>Volume</u>	<u>Page</u>
Supplementary Declaration No. 50	83120	4159
Declaration: Area L	83121	3049
Corrected Supplementary Declaration No. 50	83223	2864

- Area LXV (65):** Being a 32.938 acre tract of land situated in the B.B.B. and C.R.R. Survey, Abstract No. 196, in the City of Irving, Dallas County, Texas and being more particularly described by metes and bounds within that certain "Supplementary Declaration No. 65" filed and recorded in Volume 84170, Page 1891 et seq. (particularly within pages 1901-1902) of the Deed Records of Dallas County, Texas. Area LXV (65) has been platted as follows:

<u>Name of Plat</u>	<u>Plat Recording Data</u>
Preliminary Final Plat Hackberry Creek Village Phase IV 32.938 acres	85202/2561

and Area LXV (65) has been subjected to previously recorded restrictive covenants as follows:

<u>Instrument</u>	<u>Volume</u>	<u>Page</u>
Supplementary Declaration No. 65	84170	1891
Supplementary Declaration No. 1	84170	1904
Corrected Supplementary Declaration No. 1	85236	5809
Corrected Supplementary Declaration	85236	5820

3. **Area LXVI (66):** Being a 84.241 acre tract of land situated in the B.B.B. and C.R.R. Survey, Abstract No. 196, in the City of Irving, Dallas County, Texas and being more particularly described by metes and bounds within that certain "Supplementary Declaration No. 66" filed and recorded in Volume 84236, Page 427 et seq. (particularly within pages 437-440) of the Deed Records of Dallas County, Texas. Area LXVI (66) has been platted as follows:

<u>Name of Plat</u>	<u>Plat Recording Data</u>
Hackberry Creek Village Phase II 47.245 acres	86028/5072
Hackberry Creek Village Phase III 37.393 acres	89127/3693

and Area LXVI (66) has been subjected to previously recorded restrictive covenants as follows:

<u>Instrument</u>	<u>Volume</u>	<u>Page</u>
Supplementary Declaration No. 2	84236	414
Supplementary Declaration No. 66	84236	427

4. **Area LXVII (67):** Being a 104.371 acre tract of land situated in the B.B.B. and C.R.R. Co. Survey, Abstract No. 196, I&G.N.R.R. Co. Survey, Abstract No. 1624, and the B.B.B. and C.R.R. Co. Survey, Abstract No. 197, in the City of Irving, Dallas County, Texas and more particularly described by metes and bounds within that certain "Supplementary Declaration No. 67" filed and recorded in Volume 87203, Page 4947 et seq. (particularly within pages 4954-4956) of the Deed Records of Dallas County, Texas. Area LXVII (67) has been platted as follows:

<u>Name of Plat</u>	<u>Plat Recording Data</u>
Amended Final Plat Hackberry Creek Estates Phase I 30.6120 acres	88225/1607
Amended/Preliminary Final Plat Hackberry Creek Estates Phase II 20.6589 acres	88225/1623
Preliminary/Final Plat Hackberry Creek Estates Phase III 25.0633 acres	90016/4010 and 4011
Final Plat Hackberry Creek Estates Phases IV, V 22.6828 acres	91065/4537

and Area LXVII (67) has been subjected to previously recorded restrictive covenants as follows:

<u>Instrument</u>	<u>Volume</u>	<u>Page</u>
Supplementary Declaration No. 67	87203	4947
Supplementary Declaration No. 3	87203	4958

5. **Area LXXI (71):** Being: (i) a 71.27 acre tract of land situated in the B.B.B. and C.R.R. Survey, Abstract No. 196, in the City of Irving, Dallas County, Texas and more particularly described by metes and bounds within that certain "Supplementary Declaration No. 71" filed and recorded in Volume 84202, Page 914 et seq. (particularly within pages 924-925) of the Deed Records of Dallas County, Texas; and (ii) being a 1.2127 acre tract of land situated in the B.B.B. and C.R.R. Co. Survey, Abstract No. 197, in the City of Irving, Dallas County, Texas and more particularly described by metes and bounds within that certain "Supplementary Declaration No. 4" filed and recorded in Volume 89203, Page 2259 et seq. (particularly within page 2272) of the Deed Records of Dallas County, Texas; and (iii) being a 0.1707 acre tract of land situated in the B.B.B. and C.R.R. Co. Survey, Abstract No. 197, in the City of Irving, Dallas County, Texas and more particularly described by metes and bounds within that certain "Supplementary Declaration No. 4" filed and recorded in Volume 89203, Page 2259 et seq. (particularly within page 2273) of the Deed Records of Dallas County, Texas; and (iv) being a 0.4167 acre tract of land situated in the B.B.B. and C.R.R. Co. Survey, Abstract No. 197, in the City of Irving, Dallas County, Texas and more particularly described by metes and bounds within that certain "Supplementary Declaration No. 4" filed and recorded in Volume 89203, Page 2259 et seq. (particularly within page 2274) of the Deed Records of Dallas County, Texas. Some, but not all, of Area LXXI (71) has been platted as follows:

<u>Name of Plat</u>	<u>Plat Recording Data</u>
Final Plat of Hackberry Creek Village Phase VI 72 lots - 27.247 acres	91165/3842
Final Plat Hackberry Creek Village Phase VI, Section 1 7.252 acres 25 Lots	94057/1946

and Area LXXI (71) has been subjected to previously recorded restrictive covenants as follows:

<u>Instrument</u>	<u>Volume</u>	<u>Page</u>
Supplementary Declaration No. 71	84202	914
Supplementary Declaration No. 4	89203	2259

6. **Area LXXII (72):** Being a 51.250 acre tract of land situated in the B.B.B. and C.R.R. Survey, Abstract No. 197, in the City of Irving, Dallas County, Texas and more particularly described by metes and bounds within that certain "Supplementary Declaration No. 72" filed and recorded in Volume 84202, Page 901 et seq. (particularly within pages 911-912) of the Deed Records of Dallas County, Texas. Some, but not all, of Area LXXII (72) has been platted as follows:

<u>Name of Plat</u>	<u>Plat Recording Data</u>
Final Plat Hackberry Creek Estates, Tract III - Phase I 26.6575 acres	91196/4764

and Area LXXII (72) has been subjected to previously recorded restrictive covenants as follows:

<u>Instrument</u>	<u>Volume</u>	<u>Page</u>
Supplementary Declaration No. 72	84202	901
Supplementary Declaration No. 5	87203	4936

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

Instrument Number: 202400052548

eRecording - Real Property

Recorded On: March 15, 2024 11:55 AM

Number of Pages: 27

" Examined and Charged as Follows: "

Total Recording: \$125.00

******* 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: 202400052548
Receipt Number: 20240315000408
Recorded Date/Time: March 15, 2024 11:55 AM
User: Blanca M
Station: CC137.dal.ccdc

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