


MARY LOUISE NICHOLSON
COUNTY CLERK

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

After recording return to:

Crowley Creekside Homeowner's Association, Inc.
c/o Essex Association Management, L.P.
Attention: Ron Corcoran
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TARRANT §

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEKSIDE

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEKSIDE (this "Amendment") is made and entered into by ONE CREEKSIDE, L.P., a Texas limited partnership (the "Declarant"), as of the 18th day of July, 2019 (the "Effective Date").

RECITALS

WHEREAS, on March 30, 2005, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Creekside dated March 30, 2005, and recorded as Instrument No. D205060912 in the Official Public Records of Tarrant County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Creekside dated January 30, 2019, and recorded as Instrument No. D219038954 in the Official Public Records of Tarrant County, Texas (collectively, the "Declaration"), which Declaration encumbers the real property described therein with the covenants, conditions and restrictions set out therein;

WHEREAS, notwithstanding anything to the contrary contained in the Declaration, including, without limitation, in Section 9.4 of the Declaration, under the Texas Residential Property Owners Protection Act (Chapter 209 of the Texas Property Code), the Declaration may be amended by a vote of sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment of the Declaration;

WHEREAS, Declarant holds all Declarant rights reserved under the Declaration and holds at least sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment to the Declaration, and pursuant to its rights as Declarant and holder of such sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment to the Declaration, Declarant

1. Defined Terms. Unless otherwise defined in this Amendment or the context otherwise requires, each term used in this Amendment with its initial letter capitalized which has been specifically defined in the Declaration shall have the same meaning herein as given to such term in the Declaration.

2. Amendments.

a. Section 2.2(n) of the Declaration is hereby amended to add the following:

“Notwithstanding the foregoing, the leasing restrictions set forth in this Section 2.2(n) shall not apply to the Lots described on Exhibit G attached hereto.”

b. Section 3.4(e)(9) of the Declaration is hereby amended to permit a maximum of one (1) “For Rent” sign on any Lot not exceeding twenty-four inches (24”) by thirty-six inches (36”) in size in addition to the other permitted signage described therein.

c. The first sentence of Section 7.1 of the Declaration is hereby deleted and replaced with the following:

“Each Owner and each resident occupying any Residence, the members of that Owner’s or resident’s immediate family, the Owner’s or resident’s guests (provided guests are accompanied by an Owner or resident) shall have the right to use the Common Area for its intended purposes as herein provided.”

3. No Other Effect. Except as expressly modified, amended and supplemented by this Amendment, the terms and provisions of the Declaration are not amended, modified or supplemented, and the Declaration, as modified, amended and supplemented hereby, is hereby amended as provided herein.

4. Severability. Invalidation of anyone provision of this Amendment by judgment or court order shall in no way affect any other provision of this Amendment or the remainder of this Amendment which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Amendment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

5. Headings. The headings contained in this Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Amendment.

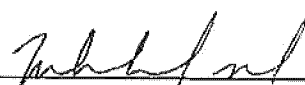
REMAINDER OF PAGE LEFT BLANK – SIGNATURE PAGE FOLLOWS

EXECUTED to be effective as of the date written above.

DECLARANT:

ONE CREEKSIDE, L.P.,
a Texas limited partnership

By: Pars Investments, Inc.,
a Texas corporation,
Its General Partner

By: 

Name: Mehrdad Moayed

Title: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 18 day of July, 2019, by Mehrdad Moayed, the Manager of Pars Investments, Inc., a Texas corporation, the General Partner of One Creekside, L.P., a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation and limited partnership, and in the capacity therein stated.


Notary Public, State of Texas

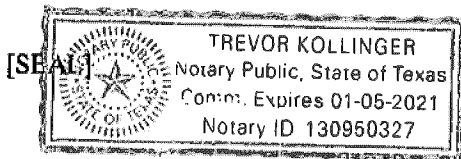


EXHIBIT G

[legal description by Lot and Block of excluded Lots]

BLOCK 16, LOTS 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, and 45

BLOCK 17, LOTS 9, 10, 11, 12, 13, 14, 15, and 16

BLOCK 18, LOTS 1, 2, 3, 4, 5, 6 and LOTS 16, 17, and 18

BLOCK 19, LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22

OF PHASE 4B, CREEKSIDE ADDITION, CITY OF CROWLEY, TARRANT COUNTY, TEXAS,
FINAL PLAT RECORDED 02/15/2019, INSTRUMENT NO. 219029666