

**AFTER RECORDING, PLEASE RETURN TO:**

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

**TWENTY-SEVENTH 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 instrument affecting the owners of property described on Exhibit B attached hereto, hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

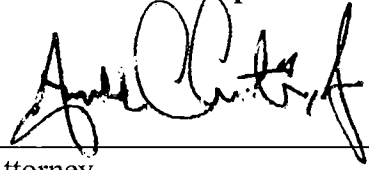
- ***Hackberry Creek Home Owners Association – Collection Policy (Adopted September 19, 2023) (Exhibit A).***

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 instrument. The attached dedicatory instrument replaces and supersedes previously recorded dedicatory instruments addressing the same subject matter 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-Seventh 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; and (xxvii) as Instrument 2023-202300194764. Exhibit A attached hereto serves to replace in its entirety that certain dedicatory instrument recorded as Instrument No. 2020-202000223431.

[SIGNATURE TO FOLLOW]

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

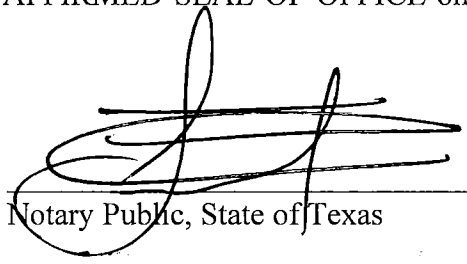
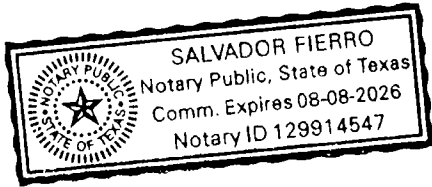


By: \_\_\_\_\_  
Its: Attorney

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 10<sup>th</sup> day of October, 2023.

  
\_\_\_\_\_  
Notary Public, State of Texas

# Exhibit A

# HACKBERRY CREEK HOME OWNERS ASSOCIATION

## COLLECTION POLICY

Adopted September 19, 2023

**WHEREAS**, the Hackberry Creek Home Owners Association (the “Association”) has authority pursuant to Article V of the 2023 Amended and Consolidated Declaration of Covenants, Conditions, and Restrictions on and for the Hackberry Creek Residential Community (the “Declaration”) to levy assessments and other charges against Owners of Lots within Hackberry Creek, a master planned community located in Dallas County, Texas (the “Property”);

**WHEREAS**, any capitalized term not otherwise defined herein shall have the definition assigned in the Declaration; and

**WHEREAS**, in order to facilitate the timely collection of assessments and other amounts owed by Owners, and in order to comply with the Declaration and the laws of the State of Texas regarding the collection of unpaid amounts, the Board desires to establish certain procedures for the collection of assessments and other charges that remain unpaid beyond the prescribed due dates.

**NOW, THEREFORE, IT IS RESOLVED** that the following procedures and practices are established for the collection of assessments owing and to become owing by Owners in the Property and the same are to be known as the “Collection Policy” (“Policy”) for the Association:

1. **Generally.** The steps and procedures contained in this Policy serve as a general outline of the Association’s collection process. The Association is not bound to follow these exact procedures in every collection matter except as required by the Declaration and the laws that govern the collection of assessments. The procedures below are not intended to constitute a prerequisite or condition precedent to the Association’s legal ability to collect unpaid assessments or other amounts owed the Association except as required by the Declaration or law.

2. **Due Dates.** Pursuant to Article V, Section 5.03 of the Declaration, the due date for the Annual Assessment is July 1<sup>st</sup> of each year (the “Due Date”). The Due Date and Delinquency Date for a Special Assessment authorized per the Declaration shall be determined by the Board of Directors. The Annual Assessment and any Special Assessment shall be collectively referred to herein as “Assessments.” Any Annual Assessment which is not paid in full by July 31<sup>st</sup> is delinquent (the “Delinquency Date”) and shall be assessed late fees and interest as provided below. Any amounts owed to the Association, including fines but excluding Assessments, that go unpaid by their indicated due date are delinquent and subject to collection and assessment of late fees and interest as set forth in this Policy (“Other Delinquent Amounts”).

3. **Reminder Notice.** At any time after an Owner’s account has become delinquent for failure to pay Assessments or other amounts owed the Association, the Association shall send a

written reminder notice via regular first-class mail of the delinquent status of the account (the "Reminder Notice"). If the Association has an e-mail address for the Owner, a copy of the Reminder Notice may also be sent by e-mail (in lieu of or in addition to regular mail). Should the Association send a Reminder Notice, the Owner will have no less than thirty (30) days from the date the Reminder Notice is mailed or sent electronically to make payment and bring the account current.

4. Written Notice of Delinquency. No less than thirty (30) days following the date the Reminder Notice was sent to the Owner, and prior to referring the account to the Association's legal counsel for collection, the Association will send written notice of the delinquency to the Owner via certified mail (the "Delinquency Notice"). The Delinquency Notice shall: (i) detail each delinquent amount and the total amount owed; (ii) describe the options the Owner has to avoid having the account referred to the Association's legal counsel, including the availability of a payment plan, (iii) provide the Owner a period of at least forty-five (45) days to cure the delinquency, (iv) advise that guest privileges and access (other than by personal appearance at the gate) will be suspended as of forty-five (45) days from the Delinquency Notice if the balance is not paid, (v) advise that access decals will be denied and/or RFID registration will be deactivated, and (vi) advise that Owner has a right to request a hearing before the Board to occur within that same forty-five (45) day time period before further collection action is taken.

5. Suspension of Privileges. Any delinquent account is subject to the suspension of privileges and access to amenities upon compliance with the notice and hearing provisions contained in Chapter 209 of the Texas Property Code. Further, access decals may be denied to an Owner or any vehicle associated with such Owner's property in the event the Owner's account reflects unpaid Assessments or Other Delinquent Amounts. Upon payment of these unpaid Assessments and Other Delinquent Amounts, access decals shall be provide to the Owner for any vehicle associated with such Owner's property, subject to the Association's standard decal issuance policy.

6. Payment Plans. Section 209.0062 of the Texas Property Code requires that the Association adopt reasonable guidelines to establish an alternate payment schedule by which an owner may make partial payments for delinquent amounts owed to the Association in certain circumstances. The Board has adopted and recorded a policy which governs payment plans and the Association will follow the policies and procedures contained below as follows:

It is the intention of the Board to work with Owners who have a legitimate reason and/or hardship to satisfy their obligation to the Association without penalizing those who make their payments on time. Therefore, in an effort to assist these Owners in the payment of their obligation to the Association, the Board has established the following policy available to all Owners upon their written request and subject to the following conditions:

1. Terms for repayment of delinquent amount are as follows: (i) two (2) months for an account with a balance of five hundred dollars (\$500.00) or less; (ii) three (3) months for an account with a balance that is more than five hundred

- dollars (\$500.00) and less than one thousand five hundred dollars (\$1,500.00); and (iii) six (6) months for an account with a balance that exceeds one thousand five hundred dollars (\$1,500.00).
2. Assessments that become due and are added to the Owner's account during the term of the payment plan must also be included in and be paid as part of the payment plan.
  3. The payment plan must include the total debt to the Association including late fees, interest, fines, and other collection costs.
  4. There shall be no waiver of any charges on the Owner's account unless approved by the Board.
  5. To be eligible for a payment plan, the Owner must not have defaulted on a prior payment plan within the two (2) year period preceding the request for a payment plan. This requirement may be waived by the Board.
  6. Additional costs associated with administering the payment plan and interest on the unpaid balance on the Owner's account will be added to the Owner's account during the term of the payment plan. Late charges shall accrue but shall be suspended and not added to the Owner's account.
  7. The plan must contain a schedule setting forth the date each payment will be made and the amount of each payment, and all payments must be received on or before the scheduled due date.
  8. Any charge, other than Assessments included as part of a payment plan, which are added to the account after the payment plan is agreed to by the Association must be paid when due.

Should the Owner default on an approved payment plan:

1. The Association's Policy shall be reinstated at the point of interruption when the payment plan was initiated.
2. Any and all suspended and accrued late fees shall be reinstated to the Owner's account.
3. The Owner's unpaid balance shall become immediately due and payable without prior notice to the Owner.

Any payments received after the breach of an approved payment plan can be applied in any priority as determined by the Board except as otherwise provided by statute.

7. Interest. In the event any Assessments are not paid in full by the Delinquency Date or any other amount owing the Association is not paid in full when due, interest on any unpaid amount at the highest lawful rate per annum from the Delinquency Date and/or when due, as applicable, until paid shall be charged to the Owner's account. Such interest, as and when it accrues hereunder, is secured by the lien described in Article V of the Declaration and will be subject to recovery in the manner therein provided. The Board may, in its sole discretion, waive the collection of some or all the interest accrued to the account; provided, however, that the waiver of interest shall not constitute a waiver of the Board's right to collect any interest or any other charges in the future.

8. Delinquency Administration Fees. In the event any Assessments are not paid in full by the Delinquency Date or any other amount owing the Association is not paid in full, delinquency administration fees in an amount of twenty-five dollars (\$25.00) shall be assessed against the Owner's account each month and every month until the unpaid amount is paid in full. Delinquency administration fees, as and when levied, are a cost of collection and secured by the lien described in Article V of the Declaration, and will be subject to recovery in the manner therein provided. The Board may, in its sole discretion, waive the some or all of the delinquent administration fees; provided, however, that the waiver of delinquent administration fees shall not constitute a waiver of the Board's right to collect any such fees or any other charges in the future.

9. Handling Charges and Return Check Fees. In order to recoup for the Association the costs incurred because of the additional administrative expenses association with collecting delinquent amounts owed to the Association, collection of the following fees and charges are part of this Policy:

a. Any handling charges, administrative fees, collection costs, postage or other expenses incurred by the Association in connection with the collection of any amount owed to the Association will become due and owing by the Owner.

b. For each check that is returned by a bank for any reason, the Owner's account will be charged any related bank charge and/or handling fee incurred by the Association, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of amounts owing with respect to such Owner's Lot.

c. Any fee or charge becoming due and payable pursuant to this Policy will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the amount owed to the Association, the delinquency of which gave rise to the incurrence of such charge, fee, or expense.

10. Application of Funds Received. All monies received by the Association will be applied to the Owner's account in the following order of priority:

a. First, to any delinquent assessment;

b. Second, to any current assessment;

c. Next, to any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;

d. Next, to any attorney's fees incurred by the Association that are not subject to Subsection 9 (c) above;

e. Next, to any fines assessed by the Association; and

f. Last, to any other amount owed to the Association.



If the Owner is in default under a payment plan entered into with the Association at the time the Association receives a payment from the Owner, the Association is not required to apply the payment in the order of priority specified herein, except that a fine assessed by the Association may not be given priority over any other amount owed to the Association.

11. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner of a Lot for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the Owner and address for a given Lot, will be valid and effective for all purposes pursuant to the Declaration and this Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both.

12. Notification of Owner's Representative. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interests in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such Representative or agent.

13. Remedies and Legal Actions. If an Owner fails to cure the delinquency within the forty-five (45) day period stated in the Delinquency Notice (as provided for above), the Association may, at its discretion and when it chooses, refer the delinquency to legal counsel for the Association. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the Owner's assessment obligation and may be collected as such as provided herein. Any account referred to the Association's legal counsel for collection will be charged a one hundred dollar (\$100) legal file preparation fee as a cost of collection.

Upon direction of the Board or the Association's agent, the Association and / or legal counsel for the Association may pursue any and all available legal remedies with regard to the delinquencies referred to it including, but not limited to, the following:

a. Notice Letter. As the initial correspondence to a delinquent Owner, counsel will send a notice letter (the "Notice Letter") to the Owner advising the Owner of the Association's claim for all outstanding Assessments and/or Other Delinquent Amounts and related charges, adding to the charges the attorney's fees and costs incurred for counsel's services.

b. Notice of Lien. If an Owner fails to cure the delinquency indicated in the Notice Letter, upon being requested to do so by the Board and/or the Association's agent, counsel may prepare and record in the Official Public Records of Dallas County, a written notice of assessment lien (referred to as the "Notice of Lien") against the Lot. A copy of the Notice of Lien will be sent to the Owner, together with an additional demand for payment in full of all amounts then outstanding. Notwithstanding anything contained herein to the contrary, a Notice of Assessment

Lien may not be filed on behalf of the Association earlier than ninety (90) days from the date the Delinquency Notice was sent to the Owner.

c. Foreclosure. In the event that the Owner fails to cure the delinquency, the Board may direct legal counsel to pursue foreclosure of the lien. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees.

i. Expedited Foreclosure Pursuant to Rules 735 & 736 of the Texas Rules of Civil Procedure. The Board may decide to foreclose its lien by exercising its power of sale granted by the Declaration. In such an event, counsel may commence an expedited foreclosure proceeding under Rules 735 and 736 of the Texas Rules of Civil Procedure ("Expedited Foreclosure"). Upon receipt from the Court of an order authorizing foreclosure of the Lot, counsel may post the Lot at the Dallas County Courthouse for a foreclosure sale. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association may institute, a personal judgment suit against the former Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

ii. Judicial Foreclosure. The Association may file suit for judicial foreclosure ("Judicial Foreclosure") of the assessment lien, which suit may also seek a personal money judgment. Upon receipt from the Court of an order foreclosing the Association's assessment lien against the Lot, the sheriff or constable may post the Lot for a sheriff's sale. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

d. Lienholder Notification. In pursuing Expedited Foreclosure or Judicial Foreclosure, the Association shall provide the 61-day notice letter to inferior lienholders pursuant to Section 209.0091 of the Texas Property Code where required.

e. Lawsuit for Money Judgment. The Association may file suit for a money judgment in any court of competent jurisdiction.

f. Bankruptcy. Upon notification of a petition in bankruptcy, the Association may refer the account to legal counsel. As part of that referral process, (1) the Association will set up pre and post-bankruptcy accounts for the Lot and/or Parcel and allocate the unpaid balance between the two accounts based on the date of the bankruptcy filing; (2) the Association will send the Association attorney the current pre-bankruptcy account balance; (3) the Association attorney will file the Association's proof of claim with the bankruptcy court; (4) the Association attorney will send "informational purposes only" letter to debtor informing them that the Association may proceed to enforce its lien rights against the Lot and/or Parcel until the lien is satisfied; (5) if the bankruptcy petition is dismissed, the Association attorney will reinstate the collection process at the appropriate place in the collection procedure; (6) if the bankruptcy petition is discharged and debtor is no longer liable for pre-petition debt, the Association will set up a separate account for the discharged debt so that amount can be included in any future resale certificate letter (i) the Association will mark the lot address so that the Association's management company accounting

department will know that the still valid portion of the debt (within the statute of limitations) should be included in all resale certificates issued by the management company; and (ii) the Association will re-initiate the collection process to collect post-petition debt from debtor.

g. Guest Privileges and Access. The Association may suspend an Owner's guest access. During this restricted access period, no one, other than the Owner of the Lot and/or Parcel, will be permitted access to the Lot and/or Parcel through the Village gates unless the Owner comes to the gate to escort the guest through the Village. Guest privileges and access will be restored when the Owner's account is paid in full, or after payment arrangements are made.

h. Access Decals or RFID. Access decals may be denied and/or RFID registration may be deactivated to an Owner or any vehicle associated with such Owner's Lot and/or Parcel in the event the Owner's account reflects an unpaid balance. Upon payment of any unpaid balance owed by the Owner, access decals shall be provided and/or RFID registration shall be re-activated to the Owner for any vehicle association with such Owner's Lot and/or Parcel, subject to the Association's standard decal issuance and/or RFID policy.

i. Effect of Foreclosure of a Permitted Lien. In the event that the Association's lien on a property is extinguished as a result of the foreclosure of a Permitted Lien, the Association's attorney may as soon as practicable (1) file a document in the Official Public Records of Dallas County stating that all Permitted Liens are subordinate to any right of the Association to regulate the use of and access to the Common Properties under Article IV of the Declaration and under no circumstances shall the foreclosure of a Permitted Lien operate to prevent the Association from exercising its rights under Article IV hereof in the event any amounts owed to the Association on the Lot and/or Parcel foreclosed upon (as of the date of the foreclosure) remains unpaid; and (2) send a letter to the new Owner of the Lot and/or Parcel at foreclosure sale or its agents to contact the Association regarding access to the Lot and/or Parcel and advising that while the Association account for the Lot and/or Parcel remains unpaid, the Association will impose a suspension of the Guest Privileges and access associated with the Lot and/or Parcel as well as the issuance of decals and/or RFID registration activation for vehicles associated with the new Owner. During this restricted access period, no one, other than the Owner of the Lot and/or Parcel, will be permitted access to the Lot and/or Parcel through the Village gates unless the Owner comes to the gate to escort them through the Village. Guest Privileges, decal issuance and RFID registration activation will be restored when the account is paid in full, or after payment arrangements are made.

j. Remedies Not Exclusive. All rights and remedies provided in this Policy and herein above are cumulative and not exclusive of any other rights or remedies that may be available to the Association, whether provided by law, equity, the Association's governing documents or otherwise.

14. Delinquent Accounts Not Referred to Attorney. Any accounts with a delinquent balance not referred to the Association's attorney may be sent a collection letter by the Association's management company at the first of each month for any amounts due and assessing a collection fee until the delinquent balance is paid. Further, the remedies set forth in paragraph 13 and its subparts may be applied as well.

15. Compromise. In order to expedite the resolution of a delinquent account, the Board may, at any time, compromise or waive the payment of interest, late charges, handling charges, collection costs other than collection administration fees, unless approved by the Association's agent, legal fees, or any other applicable charge. The process for a fee waiver request is as follows:

It is the intention of the Board to work with Owners who have a legitimate reason for making a late payment, but not to the detriment of Owners who make their payments on time. The Board recognizes that extenuating circumstances may prevent an Owner from paying amounts due to the Association before they become delinquent. Therefore, the Board will grant a waiver to any Owner subject to the following limitations:

1. Requests for waivers shall not be granted for any assessment, out of pocket collection costs to the Association, i.e., demand letters, attorney fees, other collection expense, etc..
2. Requests for waivers shall not be granted to any Owner who has previously received such a waiver within the past twenty-four (24) months.
3. Requests for waivers shall not be granted to any Owner who has defaulted on a previously approved payment plan. This requirement can be waived by the Board.
4. All approved waivers will be subject to the Owner's unpaid balance being received within five (5) business days of the date the waiver approval was communicated to the Owner. If an Owner is unable to pay the unpaid balance within this time-period, the waiver will be denied and the Owner will be allowed the opportunity to request a payment plan, if eligible under the terms of this Policy.
5. Late fees or other waived charges shall not be removed from the Owner's account until the homeowner's payment has been received and cleared.

16. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Policy conflicts with the Declaration, the Declaration controls.

**IT IS FURTHER RESOLVED** that this Policy replaces and supersedes in all respects any prior policy and resolution with respect to the collection of assessments and other amounts owed the Association filed by the Association, and is effective upon its filing with the Office of the Dallas County Clerk.

This is to certify that the foregoing Policy was adopted by the Board of Directors at a duly convened meeting held on the 19th day of September, 2023, and shall remain in full force and effect until modified, rescinded or revoked by the Board of Directors.

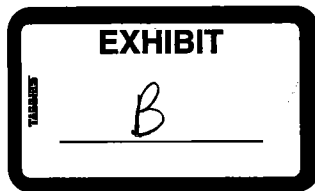
**HACKBERRY CREEK  
HOME OWNERS ASSOCIATION**



By: \_\_\_\_\_

President

# 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]:

1. **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

2. **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**

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**Instrument Number:** 202300206661

eRecording - Real Property

Recorded On: October 10, 2023 10:29 AM

Number of Pages: 18

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**" Examined and Charged as Follows: "**

Total Recording: \$90.00

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**\*\*\*\*\* 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: 202300206661  
Receipt Number: 20231010000419  
Recorded Date/Time: October 10, 2023 10:29 AM  
User: Kevin T  
Station: CC123.dal.ccdc

**Record and Return To:**

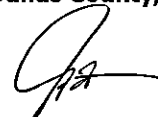
CSC Global



**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

A handwritten signature in black ink, appearing to be "JFW".