NOTICE OF FILING DEDICATORY INSTRUMENTS

FOR

ROLLING CREEK RANCH PROPERTY OWNERS ASSOCIATION, INC.

STATE OF TEXAS)

) **KNOW ALL MEN BY THESE PRESENTS**

COUNT OF HOOD)

THIS NOTICE OF DEDICATORY INSTRUMENTS FOR ROLLING CREEK RANCH PROPERTY OWNERS ASSOCIATION, INC. ("Notice") is made the 4 th day of December, 2019, by the **ROLLING CREEK RANCH PROPERTY OWNERS ASSOCIATION, INC.** ("Association").

WITNESSETH:

WHEREAS, the Association is the property owners' association created to manage and regulate the planned development covered by the **Declaration of Covenants, Conditions, and Restrictions for ROLLING CREEK RANCH;** and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instruments in the real property records of **HOOD** County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code and for the purpose of providing public notice of the following dedicatory instruments affecting the owners of the property within **ROLLING CREEK RANCH** subdivision ("Owner").

NOW THEREFORE, the dedicatory instruments attached here to on Fining and Collection Policies, Exhibit "A", are originals and are hereby filed of record in the real property records of Hood County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

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

Rolling Creek Ranch Property Owners Association, Inc.

By: _____

Name: Dawn Kelly

Title: Auth. Agent

ACKNOWLEDGEMENT

STATE OD TEXAS

COUNTY OF HOOD

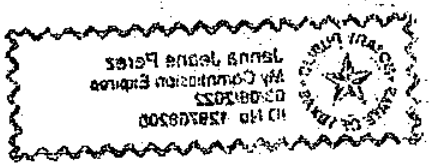
BEFORE ME, the undersigned authority, on this day personally appeared Dawn Kelly, the Registered Agent of Rolling Creek Ranch Property Owners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purpose and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 4 th day of December, 2019.

_____

Notary Public of Texas

NOTARY PUBLIC STATE OF TEXAS
Janna Jeane Perez
My Commission Expires
03/06/2022
ID No 129706208



Rolling Creek Ranch POA
Covenant Enforcement and Fining Policy

Adopted: December 2019

Effective: Upon Recording

WHEREAS, Rolling Creek Ranch (the Association) is authorized to enforce the covenants and restrictions contained in the "Declaration of Covenants, Conditions and Restrictions" for Rolling Creek Ranch POA (the "Declaration" also known as the "Covenants") and contained in the Bylaws, rules and regulations, guidelines and other standards and policies (all collectively referred to in this policy as the "Governing Documents"); and

WHEREAS, pursuant to Article Five, Section 5.13 (J) of the Covenants, Conditions, and Restrictions, the Board of Directors shall have the power and authority to impose reasonable fines for violations of the governing documents or any rule or regulation of the Association which shall constitute a lien upon the Lot of the violation Owner as provided in the Declaration.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the Governing Documents and for the elimination of violations found to exist in, on and about the Property, the Lots, the Streets, and the Common Areas within the Rolling Creek Ranch POA, and the following procedures are to be known as the "covenant Enforcement and Fining Policy" (referred to herein as the "Enforcement Policy"), which shall replace any previously adopted policy.

1) **First Violation Notice/ Friendly Reminder:** A written courtesy notice will be sent to the Owner of the Lot in question as required by Texas Property Code, delivered via First Class Mail and will be given a time period of 10 days to correct. No fine will be applied to the account with a First Notice. Owner will be notified of the next step in the process which includes the fining amount, as identified in Exhibit A, in the Second Notice.

2) **Second Notice (Not Repaired/ No Application for Extension):** If the situation is not cured within seven (10) days after receipt of first notice, a letter will be sent via certified mail notifying the Owner of the continued violation along with an applied fine as outlined in the Schedule of Fines "Exhibit A" plus the cost for certified mail delivery.

3) **Final Notice (Not Repaired/ No Application for Extension):** If after the specific time period given in the second notification, the violation continues, the homeowners will be subject to the application of a fine, as outlined in the schedule of fines

"Exhibit A", to their account, plus the cost of certified delivery. Notice will be sent via certified mail, return receipt and by regular first class mail.

4) **"Damage Assessment":** Violations that result in property damage or cause the Association to incur cleanup costs will result in a "Damage Assessment" on the homeowners account.

5) **Construction without ACC Approval/ Non-Conforming Improvement:** Changes done to a property without request and approval will be fined as outlined separately in the Schedule of Fines "Exhibit A" without maximum.

6) **"Appeal Process":** If a homeowner so chooses, an appeal can be made via written request to the board within 30 calendar days of receiving the first violation notice. Within 10 days of receipt, the board will give the homeowner notice of the date within 30 calendar days from the date the request was received by the board, and the hearing should be scheduled to provide a reasonable opportunity for both the homeowner and the board to attend. Failure to submit an appeal or to appear at the scheduled hearing will result in an automatic appeal denial. The appeal ruling will determine the course of future enforcement actions.

Exhibit "A"
Schedule of Fines

Violation	Fine	Repeat Offender
Declaration of Restrictions Covenants& Conditions of Rolling Creek Ranch POA	$25.00 after 14 days $50.00 second 14 days $100.00 per day thereafter NO MAXIMUM	Fines Double
Construction w/o ACC Approval	$250.00 at discovery $50.00 per day thereafter, after 14 days NO MAXIMUM	Fines Double
Non- Conforming Improvement	$500.00 after 14 days $100.00 per day thereafter NO MAXIMUM	
ACC Application Fees	$200 for New Construction $25 for Improvements	

This schedule of Fines is to be used solely as a guide to the Board in establishing rules for various violations of the Association's governing documents. Fines may vary depending upon the nature and severity of the violation.

General Policy

If a homeowner contracts management with the intent to correct a violation and asks for an extension, management shall grant such extension if it deems the extension reasonable. If the homeowner does not cure the violation after the extension period, the homeowner will be immediately referred to the attorney or the process will be resumed at the last level of the process.

Forced Maintenance Procedure

It is the option of the Board of Directors to decide when and if an account goes to the attorney. The decision to escalate an account to the attorney may be based on violation severity, prior violation history, or other factors that may influence the Board's decision. Once an account is turned over to the attorney's office the attorney will send the homeowner a letter of representation and a demand for compliance with the Association's governing documents. If the homeowner does not respond, the attorney will pursue all available action to cure the violation through the court/ legal system. If allowable by law and the Association's Declaration of

Covenants, all attorney's fee/ court costs shall be the homeowner's responsibility and shall be charged to the homeowners account and the money due shall be subject to the collection policy. If the amount due is not paid the attorney may file notice of lien.

ROLLING CREEK RANCH

Exhibit A: Collection Policy

Rolling Creek Ranch COLLECTION POLICY

Rolling Creek Ranch POA collection process includes the following steps *unless authorized exceptions to this process are communicated in writing from the Board of Directors* through the Association Manager.

Notice	Description	Fees
1st Friendly Notice	- Issued by the billing department after the Association's late date as a statement showing the total amount due. The late date is February 1. - Only issued to owners with a balance of $10 or more, not on a payment plan. o Interest is not calculated on balances under $2.	Late Fee ($25.00) + Collection Fee ($15.00)
2nd Formal Notice	- Issued by the billing department as a late letter (typically 30 days after the Friendly Notice). - Includes the Fair Debt Collections verbiage and allows the account holder 30 days from receipt of notice to address the delinquent account. o Per the Texas Property Code, these notices must be mailed certified (also mailed first class) and include language regarding restricted access to amenities and the right to cure. - Only issued to owners with a balance of $50 or more per account. o A second late statement may be sent to owners prior to or in addition to the second notice, but the processing fees and collateral costs (print, envelopes, postage, etc.) still apply to each review and mailing.	Late Fee ($50.00) Collection Fee ($15.00)
Demand Letter	- This is a second 30-day collection notice (similar to the 2nd Formal Notice); sent via certified mail. - The billing department will automatically proceed with referring an account for demand ***unless the Manager or Board of Directors stipulates otherwise.***	Late Fee + Collection Fee ($15.00) + Demand Letter Fee ($250)
Lien	- The billing department will automatically proceed with an Authorization to Lien unless the Manager or Board of Directors stipulates otherwise, (approximately 30 days after the mailing of the demand letter). - The lien is filed with the county clerk where the property is located and is a legal record that a debt is owed and is secured against the property in question. - Processing and filing a lien with the county clerk can take up to 30 days.	Late Fee $25.00) + Collection Fee (15.00) + Attorney Fee ($350.00)
Foreclosure	- ***Authorization for Foreclosure must be Board-approved in writing.*** o The approval should be in the form of Board-approved meeting minutes or a signature on an approved form.	Late Fee ($25.00) + Collection Fee ($15.00) Fee + Attorney Fee for Foreclosure

The collection agency or attorney's office requires the Board to sign an Assignment of Substitute Trustee (AST) that allows the chosen representative to post and settle a foreclosure on behalf of the Board.

- Processing an account for foreclosure can take more than 90 days
- There are two types of foreclosure available to Associations, judicial and expedited non-judicial.
- Expedited non-judicial foreclosure is a new requirement for Associations that do not require judicial foreclosure per HB 1228 effective 1/1/2012.
- A homeowner has a six-month (180 day) period to redeem property that has been foreclosed by paying the amount owed in full, including all dues, legal, and collection fees; a condominium owner has a three month (90-day) right of redemption.
    - If the property is not redeemed, the next step is Authorization to Sell or Authorization to Evict.
    - The Association can proceed with Authorization to Evict once the property has been foreclosed.
- ***NOTE 1***: The Association lien is subordinate to the first lien holder (mortgage company). If the mortgage company forecloses on the property, the Association lien is relinquished, and the amount owed is written off to unrecovered assessments. The mortgage company is responsible for all dues and fees incurred after the date of foreclosure, as they are the new legal owners of the property.

Hood County Clerk
201 W Bridge Street
PO BOX 339
Granbury, Texas 76048
Phone: 817-579-3222

Document Number: 2019-0016873 -
Filed and Recorded - Real Records

DECLARATION/DESIGNATION

Grantor: ROLLING CREEK RANCH PROPERTY OA INC

Pages: 9

Recorded On: 12/19/2019 10:31 AM

This page is a permanent part of the document.
Do Not Destroy

Recorded On:	12/19/2019 10:31 AM	**Notes:**
Document Number:	2019-0016873	
Receipt Number:	R1917660	
Amount:	$49.00	
Recorded By:	Lauren Waite	

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.

I hereby certify that this instrument was filed and duly recorded in the Official Records of Hood County, Texas

Katie Lang
County Clerk
Hood County, Texas

Return To: Mail Back

ROLLING CREEK RANCH POA

5751 KORGER DR, SUITE 203
KELLER, TX 76244