

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

Document Number: 2016-0006722 -
Filed and Recorded - Real Records

RESOLUTION

Grantor: ROLLING CREEK RANCH POA INC

Pages: 5

Recorded On: 06/15/2016 11:01 AM

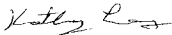
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Recorded On: 06/15/2016 11:01 AM
Document Number: 2016-0006722
Receipt Number: R167052
Amount: \$33.00
Recorded By: Kristi Jackson

Notes:

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: In Office
ROLLING CREEK RANCH POA INC
3902 E HWY 377 SUITE 102
GRANBURY, TX 76049



STATE OF TEXAS § RESOLUTION ADOPTING PAYMENT
 § PLAN FOR ROLLING CREEK RANCH
COUNTY OF HOOD § PROPERTY OWNERS' ASSOCIATION, INC.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
ROLLING CREEK RANCH PROPERTY OWNERS' ASSOCIATION, INC.
REGARDING PAYMENT PLAN POLICY**

Pursuant to Section 209.0062 of the Texas Property Code, Rolling Creek Ranch Property Owners' Association, Inc., hereinafter referred to as the "Association", acting by and through its Board of Directors, has adopted the following alternative payment policy to set forth guidelines for a payment plan of assessments and fees, to wit:

WHEREAS, the Association is required under Texas Property Code §209.062 to create and record an alternative payment schedule for the Association governing Rolling Creek Ranch Subdivision located in Hood County, Texas in order to establish an alternative payment schedule by which an owner may make partial payments to the property owners' association for delinquent regular or special assessments or any other amount owed to the association without accruing additional monetary penalties; and

WHEREAS, the Association has adopted the following alternative payment plan for all Association dues and fees;

WHEREAS, all terms used herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Rolling Creek Ranch Subdivision, filed in the Official Records of Hood County, Texas, hereinafter referred to as the "Declaration".

NOW THEREFORE, the Association declares that the following is the alternative payment plan adopted:

1. The Due Date for all Annual Assessment Fees shall be January 1st of each year. The Due Date for all Special Assessments shall 30 days after an Owner receives notice of the Special Assessment. The due date for all other charges shall be the last day of the month in which the invoice or statement is dated unless otherwise specified in this document.

2. All documents, correspondence, invoices, statements, and notices relating to the charges shall be mailed to the Owner's address which appears on the books of the Association or to such other address as designated in writing by the Owner.

3. All payment plans must be in writing, signed by one or more Owners of the property associated with the delinquent balance, approved by the signature of the President of the Association or the Association Manager, and provide that the Owner shall pay future assessments when due, in addition to any arrearage payment due under a payment plan.

4. No monetary penalties shall accrue on balances while a payment plan is in effect, but reasonable cost associated with administering the plan and interest shall continue to accrue. Monetary penalties do not include reasonable costs associated with administering the payment plan or interest.

5. Any qualified Owner who owes a delinquent balance of \$500.00 or less shall be allowed, without deliberation by the Board, to pay the balance in three equal consecutive monthly installments, with the first payment due within the first thirty day period following the approval of the payment plan.

6. Any qualified Owner who owes a delinquent balance of more than \$500.00 shall be allowed, without deliberation by the Board, to pay the balance by paying twenty-five percent of the balance during the first thirty day period following the approval of the payment plan, with the remaining delinquent balance to be paid in five equal consecutive monthly installments.

7. Any Owner may submit a request for a payment plan that does not meet the foregoing guidelines, along with whatever information they wish the Board to consider, and the Board may approve or disapprove such payment plan, in its sole discretion; however no payment plan shall exceed eighteen months or be shorter than three months.

8. The Association reserves the right to refuse to offer a payment plan to an Owner during a two (2) year period following an Owner's default under a previous payment plan.

9. If an Owner who is not qualified to receive a payment plan asks for a payment plan, the Board shall be entitled to approve or disapprove a payment plan, in its sole discretion.


10. Payments will be posted by the Association staff in a timely manner. A payment received by the Association from the Owner shall be applied to the Owner's debt in the following order of priority:

- (1) any delinquent assessment;
- (2) any current assessment;
- (3) 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;
- (4) any attorney's fees incurred by the Association that are not subject to 10 (3) above;
- (5) any fines assessed by the Association; and
- (6) any other amount owed to the Association.

By their signatures below the President and the Secretary of the Association certify that the foregoing resolution was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

PASSED, ADOPTED AND APPROVED on this the 31st day of May, 2016.

**Rolling Creek Ranch Property Owners'
Association, Inc.**

By: 
Monte Magness, President

ATTEST:

By: 
Vince Cutais, Secretary

THE STATE OF TEXAS §
 §
 COUNTY OF Hood §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Monte Magness, President of Rolling Creek Ranch Property Owners' Association, Inc., known to me through personal acquaintance or proper identification to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office on this the 13th day of June, 2016.



Carla Dubics
 Notary Public in and for The State of Texas

THE STATE OF TEXAS §
 §
 COUNTY OF Hood §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Vince Cutaja, Secretary of Rolling Creek Ranch Property Owners' Association, Inc., known to me through personal acquaintance or proper identification to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office on this the 13th day of June, 2016.



Carla Dubics
 Notary Public in and for The State of Texas

AFTER RECORDING, RETURN TO:

Rolling Creek Ranch Property Owners'
 Association, Inc.
 3902 E. Hwy. 377, Suite 102
 Granbury, Texas 76049