

*Mary Louise Garcia*  
AFTER RECORDING, PLEASE RETURN TO:  
Mary Louise Garcia

PGS 5 \$32.00

Submitter: ACS

Judd A. Austin, Jr.  
Henry Oddo Austin & Fletcher, P.C.  
1700 Pacific Avenue  
Suite 2700  
Dallas, Texas 75201

**CERTIFICATE AND MEMORANDUM  
OF RECORDING OF ASSOCIATION DOCUMENTS FOR  
HULEN STONE CROSSING HOMEOWNERS' ASSOCIATION, INC.**

STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

The undersigned, as attorney for the Hulen Stone Crossing Homeowners' Association, Inc., 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 (collectively, the "Property"), hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

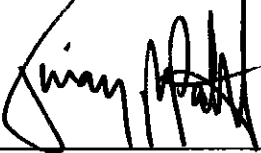
- ***Hulen Stone Crossing Homeowners' Association - Payment Plan Policy*** (Exhibit A-1); and
- ***Hulen Stone Crossing Homeowners' Association - Late Fee Waiver Policy*** (Exhibit A-2).

All persons or entities holding an interest in and to any portion of Property are subject to the foregoing dedicatory instruments.

IN WITNESS WHEREOF, the Hulen Stone Crossing Homeowners' Association, Inc. has caused this Certificate and Memorandum of Recording of Association Documents to be recorded in the Official Public Records of Tarrant County, Texas.

The dedicatory instruments are effective beginning September 1, 2011.


**HULEN STONE CROSSING  
HOMEOWNERS' ASSOCIATION, INC.**

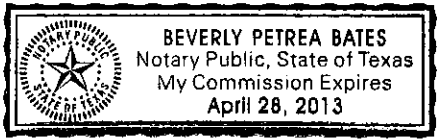
By:   
Its: Attorney

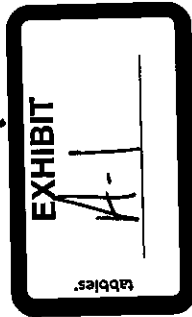
STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for the Hulen Stone Crossing Homeowners' Association, Inc., 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 30<sup>th</sup> of August, 2011.

  
Notary Public, State of Texas





## Payment Plan Policy

**PURPOSE:** The purpose of this policy is to provide a uniform and consistent policy of managing homeowner's request for payment plan to pay their delinquent assessments, collection costs, and other fees due to the association. It is the intention of the Board of Directors to work with homeowners 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 the homeowners in the payment of their obligation to the Association the Board of Directors has established the following policy available to eligible homeowners upon their written request and subject to the following conditions:

1. Terms for repayment of delinquent amount shall not exceed six (6) months.
2. The minimum unpaid balance for consideration of a payment plan shall be an amount equal to three (3) assessment payments.
3. Assessments that become due are added to the homeowner's account during the term of the payment plan and must also be included in and be paid as part of the payment plan.
4. Plan must include the total debt owed to the Association including late fees, interest, fines and other collection costs.
5. Unless expressly authorized by the Board of Directors, there shall be no waiver of any charges on the homeowners account.
6. To be eligible for a payment plan, the homeowner must not have defaulted on a prior payment plan within the two (2) year period preceding the payment plan request.
7. Additional late fees and interest on the unpaid balance on the homeowner's account will be suspended during the payment plan period.
8. 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.
9. Payment plans approved after the account has been turned over to the Association's attorney for collection must be paid in certified funds.
10. Payment plans approved after notice has been given to a homeowner that the property is scheduled to be posted for foreclosure must include a minimum deposit of \$300 in certified funds.

Should the homeowner default on an approved payment plan:

1. The Association's collection policy shall be reinstated at the point of interruption when the payment plan was initiated.
2. All suspended and accrued late fees and interest shall be reinstated to the homeowner's account.
3. The homeowner's unpaid balance shall become due and payable immediately in certified funds.

Approved by the Board of Directors on June 10, 2011.



## Late Fee Waiver Policy

**PURPOSE:** To establish a uniform and consistent policy to manage homeowner requests for waivers of late fees, interest and other collection expenses resulting from Assessments being received after the due date. Assessments are delinquent if not received by the Association on or before the due date. It is the intention of the Board of Directors to work with homeowners who have a legitimate reason for making a late payment, but not to the detriment of homeowners who make their payments on time.

The governing documents of the Association state that the Annual Assessment shall be paid (i) in full on the first day of the Fiscal Year, (ii) in four (4) equal installments on the first day of January, April, July and the first day of October during the Fiscal Year, and each applicable payment shall automatically become delinquent after the first of each due date. Currently, Assessments are being collected in accordance with option (ii). To avoid late fees, Assessments must be received by the due date.

However, the Board also recognizes there may be some extenuating circumstances that may prevent a homeowner from making their payment on time. Therefore the Board will consider granting a waiver to a homeowner subject to the following limitations:

1. Requests for waivers shall not be granted for any out of pocket collection costs to the Association, i.e. demand letters, attorney fees, other legal expenses, etc.
2. Requests for waivers shall not be granted to any homeowner who has previously received a waiver of late fees within the past 24 months.
3. Requests for waivers shall not be granted to any homeowner who has defaulted on a previously approved payment plan within the past 24 months.
4. All approved waivers will be subject to the homeowner's unpaid balance being received within 10 business days of the date of the approval. If a homeowner is fails to pay the unpaid balance within the time-period, the waiver will be deemed denied, however the homeowner will be allowed the opportunity to request a payment plan, under the Payment Plan Policy, if eligible.
5. Late fees or other waived charges shall not be removed from the homeowner's account until the homeowner's payment has been received and cleared.
6. Each waiver shall consist of no more than two (2) late fees.

Approved by the Board of Directors on June 10, 2011.

## **EXHIBIT B**

All tracts and parcels of real property particularly described in the following Plat recorded in the Official Public Records or Map or Plat Records of Tarrant County, Texas.

- **All lots and tracts of land situated in the Hulen Stone Crossing Addition, an addition to the City of Fort Worth, Tarrant County, Texas, as referenced in Exhibits A, C-1, and C-2 of the Declaration of Covenants, Conditions, and Restrictions recorded as Instrument Number D206318662 of the Official Public Records of Tarrant County, Texas; and**
- **All lots and tracts of land situated in the Hulen Stone Crossing Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to the Final Plat thereof recorded in Cabinet A, Slides 11093-11094 of the Map Records of Tarrant County, Texas.**