

**CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS
OF THE GRAND PRAIRIE MOUNTAIN CREEK HOMEOWNERS
ASSOCIATION, INC. ADOPTING PAYMENT PLAN GUIDELINES
POLICY AND APPLICATION OF PAYMENTS SCHEDULE**

The undersigned Donald Ryan, as the duly elected, qualified and acting President of the Grand Prairie Mountain Creek Homeowners Association, Inc., a Texas nonprofit corporation (the "Association"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "Board") at a meeting of the Board held on Apr 10, 2014 and that such preamble and resolution has not been amended or rescinded and is in full force and effect on the date thereof.

**ADOPTION OF PAYMENT PLAN GUIDELINES
AND APPLICATION OF PAYMENTS SCHEDULE**

WHEREAS, Section 209.0062 of the Texas Property Code (the "Code") provides that the Association must adopt payment plan guidelines for delinquent assessments or other amounts owed to the Association; and

WHEREAS, the Board desires to adopt such payment plan guidelines as required under Section 209.0062 of the Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the Payment Plan Guidelines and Application of Payment Schedule set forth in Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the President of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he or she may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolution and of the action referred to therein.

**GRAND PRAIRIE MOUNTAIN CREEK HOMEOWNERS ASSOCIATION, INC.
PAYMENT PLAN GUIDELINES**

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as President on behalf of the Association to be effective upon filing in the Official Public Records of Dallas County, Texas.

By: Donald Ryan

Printed Name: Donald Ryan

Title: President, Grand Prairie

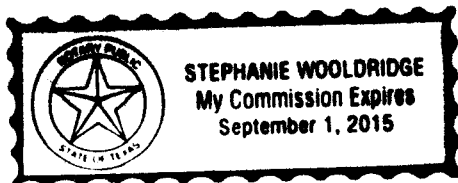
Mountain Creek Homeowners Association, Inc.

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on April 11, 2014 by Donald Ryan, President of the Grand Prairie Mountain Creek Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.



Stephanie Wooldridge

Notary Public State of Texas

My Commission expires: 09/01/2015

AFTER RECORDING PLEASE RETURN TO:

Jeffrey A. Lacy

Williams, Lacy, McClure & Parmelee

1300 S. University Drive, Suite 406

Fort Worth, TX 76107

EXHIBIT "A"

**GRAND PRAIRIE MOUNTAIN CREEK HOMEOWNERS
ASSOCIATION, INC. PAYMENT PLAN GUIDELINES**

- A. Any Member of Grand Prairie Mountain Creek Homeowners Association, Inc., (the "Association") who is delinquent in payment of any regular or special assessments, charges, fees or fines due to the Association, including costs of collection incurred by the Association or any other amounts owed to the Association (the "Assessment Delinquency"), or who cannot pay a billed amount by the stated due date, may request and shall be entitled to enter into an alternative payment plan (a "Payment Plan") with the Association without incurring additional monetary penalties as set forth in Section 209.0062 of the Texas Property Code. The request must be made in writing and mailed or delivered to the Association at 3402 Beltline Rd., Grand Prairie, Texas 75052.
- B. A Payment Plan must include consecutive, sequential monthly payments. The total of all proposed payments under the Plan must equal the current balance owed plus the Payment Plan Administrative Cost Fee of \$75, and may also include accrued interest at the rate of the lesser of the maximum rate permitted by law or twelve percent (12%) per annum. Time is of the essence with respect to payments under a Payment Plan, and the obligation to pay the monthly payments on a date certain must strictly be complied with.
- C. Upon written request and signing of a Payment Plan Agreement, any eligible Member of the Association will be approved for a Payment Plan. The Association has established two alternative installment payment plan options for the Member to select from, which options are as follows:
- (a) Six Month Payment Plan

Under the Six Month Payment Plan, the Member shall pay the Assessment Delinquency, plus the Payment Plan Administrative Cost Fee of \$75 and accrued interest in equal, or as equal as possible, consecutive monthly installments over a

period of six (6) months, due on the 15th day of each month following the date that the Payment Plan Agreement is signed.

(b) Twelve Month Payment Plan

Under the Twelve Month Payment Plan, the Member shall pay the Assessment Delinquency, plus the Payment Plan Administrative Cost Fee of \$75 and accrued interest in equal, or as equal as possible, consecutive monthly installments over a period of twelve (12) months, due on the 15th day of each month following the date that the Payment Plan Agreement is signed.

- D. Any alternative proposals for Payment Plans by Members other than as set forth in Section C above shall be submitted to the Association Board in writing for consideration. Any such proposal shall be in conformance with terms of this Payment Plan Guidelines Policy and Section 209.0062 of the Texas Property Code. The Association Board is not obligated to approve any such submitted alternative proposals.
- E. If a Member agrees to a Payment Plan that will extend into the next assessment period, the Member shall be required to pay future assessments by the applicable due date in addition to the payments specified in the Payment Plan.
- F. All Payment Plans must be in writing and signed by the Member on a form provided by the Association, or a form otherwise approved by the Association. The Member will not receive monthly billing statements from the Association relating to the Payment Plan, and it is the responsibility of the Member to make the payments when due.
- G. If a Member defaults on the Payment Plan, it shall constitute a material breach of the Payment Plan. Default of a Payment Plan includes failing to make a timely payment in the amount due on the due date in any calendar month of the Payment Plan.
- H. In the event of a default on the Payment Plan, all unpaid amounts owed under the Payment Plan shall automatically, without any further notice from the Association, be accelerated and shall be immediately due and payable in full to the Association.

- I. In the event of default on any Payment Plan, the Member shall be considered in default until he or she pays the full accelerated amount owed to the Association. In addition, the defaulting Member shall be liable for all costs of collection, including attorneys fees, incurred by the Association to collect any remaining unpaid amounts owed by the Member. Upon default, the Association may pursue all remedies, including legal action, authorized by the Association's Declaration, Bylaws and by Texas law. Any payments received by the Association from a Member who is in default under a Payment Plan may be applied to the Members debt or account in the following order of priority:
- (1) Any attorney's fees or third-party collection costs incurred by the Association in connection with the collection of the Members debt;
 - (2) Any other fees and expenses reimbursable to the Association in connection with collection of the Members debt;
 - (3) Any late charges and interest due by the Member;
 - (4) Any past due delinquent assessments (beginning with the oldest);
 - (5) Any current assessments;
 - (6) Any other amount owed to the Association (excluding fines); and
 - (7) Any fines assessed by the Association.
- J. If a Member defaults on a Payment Plan, the Association is not obligated to enter into another Payment Plan with the Member for the next two years after the date of default.
- K. No Payment Plan may be for a term shorter than 3 months or longer than 18 months, although a Member is not prohibited from paying amounts due to the Association earlier than contemplated by a Payment Plan.

- L. The Association is allowed to charge interest and reasonable administrative costs throughout the Payment Plan, but may not charge a late fee or any other monetary penalties as defined in the applicable statute.

- M. Nothing herein is intended to conflict with Section 209.0062 of the Texas Property Code or other Texas law.

APPLICATION OF PAYMENTS SCHEDULE

In accordance with the terms of Section 209.0063 of the Code, except for payments made to the Association by members who are in default under a Payment Plan with the Association (as provided above), a payment received by the Association from a Member shall be applied to the Member's debt or account in the following order of priority:

- (1) any delinquent assessments (beginning with the oldest);
- (2) any current assessments;
- (3) any attorney's fees or third-party collection costs incurred by the Association associated solely with collection of unpaid assessments or any other charge that could provide the basis for foreclosure of the Association's assessment lien;
- (4) any attorney's fees incurred by the Association that are not associated solely with collection of unpaid assessments or that do not provide a basis for foreclosure of the Association's assessment lien;
- (5) any fines assessed by the Association; and
- (6) any other amount owed to the Association.

AFTER RECORDING, RETURN TO:

**GRAND PRAIRIE MOUNTAIN CREEK HOMEOWNERS ASSOCIATION, INC.
PAYMENT PLAN GUIDELINES**

Jeffrey A. Lacy

Williams, Lacy, McClure & Parmelee

1300 S. University Drive, Suite 406

Fort Worth, Texas 76107