

**CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE GRAND PRAIRIE MOUNTAIN CREEK HOMEOWNERS  
ASSOCIATION, INC. ADOPTING SECOND AMENDED DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
GRAND PRAIRIE MOUNTAIN CREEK TOWNHOMES**

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 resolution was 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"Board") at a meeting of the Board held on Apr 10, 2014, and that such preamble and resolution has not been amended or rescinded and is in full force and effect on the date thereof.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 SECOND AMENDED DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
GRAND PRAIRIE MOUNTAIN CREEK TOWNHOMES**

WHEREAS, the First Amended Declaration of Covenants, Conditions and Restrictions for Mountain Creek Townhouses recorded at Volume 94046, page 802 of the Deed Records of Dallas County, Texas, authorizes the Board of Directors to unilaterally amend such Declaration when necessary to bring the Declaration into compliance with any applicable governmental statute, rule, regulation or judicial determination; and

WHEREAS, the Board desires to adopt amendments to the First Amended Declaration to bring it into compliance with Texas statutes and regulations;

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the Second Amended Declaration of Covenants, Conditions and Restrictions for Mountain Creek Townhouses set forth in Exhibit "A", attached hereto and incorporated herein by reference.

**GRAND PRAIRIE MOUNTAIN CREEK HOMEOWNERS ASSOCIATION, INC.  
SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

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.

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

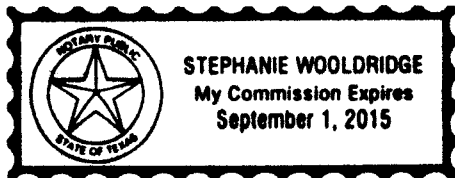
Mountain Creek Homeowners Association, Inc.

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 Wooldrige

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, 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 to the Association at 3402 Beltline Rd., Grand Prairie, Texas 75052.
- B. All Payment Plans require a down payment and monthly payments.
- C. Upon written request and signing of a Payment Plan Agreement, any Member of the Association will be approved for a Payment Plan consisting of a 25% down payment of the total amount owed under the Payment Plan, with the remaining balance paid off in six (6) equal (or as close to equal as possible) consecutive monthly installments due on the 15<sup>th</sup> day of each of the six months following the month that the down payment is made.
- 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. A Payment Plan must include sequential monthly payments. The total of all proposed payments under the Plan must equal the current balance owed plus the Payment Plan administrative fees 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 down payment and monthly payments on a date certain must strictly be complied with.

- F. If a Member requests a Payment Plan that will extend into the next assessment period, the Member shall be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
  
- G. 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 statement from the Association relating to the Payment Plan, and it is the responsibility of the Member to make the payments when due.
  
- H. If a Member defaults on the Payment Plan, it shall constitute a material breach of the Payment Plan. Default of a Payment Plan includes:
  - a. Failing to return a signed Payment Plan form with the down payment within 30 days after the Payment Plan form is provided to the Member; or,
  - b. Missing a payment when due in a calendar month.
  
- I. 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.
  
- J. In the event of default, on the 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.
- K. 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.
- L. 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.
- M. 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.
- N. 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:

Jeffrey A. Lacy  
Williams, Lacy, McClure & Parmelee  
1300 S. University Drive, Suite 406  
Fort Worth, Texas 76107



**GRAND PRAIRIE MOUNTAIN CREEK HOMEOWNERS ASSOCIATION, INC.  
SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**