

****DO NOT REMOVE *****THIS PAGE IS PART OF THE INSTRUMENT*****

CLERK'S NOTICE ANY PROVISION HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE, IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

Document No. 2023-05158

RESOLUTION

Parties RANCHES AT STAR HOLLOW
to
RANCHES AT STAR HOLLOW

FILED AND RECORDED
REAL RECORDS

On. 09/14/2023 at 10:02 AM

Document Number 2023-05158
Receipt No 127507
Amount \$34 00

By cwhite
Gwinda Jones County Clerk
Erath County, Texas

4 Pages



STATE OF TEXAS
County of Erath

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded under the Document Number stamped hereon of the Official Public Records of Erath County

Gwinda Jones, County Clerk

Handwritten signature of Gwinda Jones in cursive.

Record and Return To
NLP - N TEXAS

ATTN TODD CAST

110 N I-20 FRONTAGE RD STE 120

WEATHERFORD, TX 76086



TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
ERATH COUNTY, TEXAS
GWINDA JONES, COUNTY CLERK

STATE OF TEXAS § RESOLUTION ADOPTING PAYMENT PLAN
 § FOR
COUNTY OF HOOD § THE RANCHES AT STAR HOLLOW
COUNTY OF ERATH § PROPERTY OWNERS' ASSOCIATION, INC.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE RANCHES AT STAR HOLLOW PROPERTY OWNERS' ASSOCIATION, INC.
REGARDING PAYMENT PLAN POLICY**

Pursuant to Section 209.0062 of the Texas Property Code, The Ranches at Star Hollow Property Owners' Association, Inc., hereinafter referred to as the "Association", the Association governing The Ranches at Star Hollow Subdivision located in Hood County, Texas and Erath County, Texas (said Subdivision being more fully described on the map and plat recorded under Document Number P-939 in the Official Plat Records of Hood County, Texas), 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 §209.0062 to create and record an alternative payment schedule for the Association governing The Ranches at Star Hollow Subdivision located in Hood County, Texas and Erath 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, Restrictions, Easements, Charges, and Liens for The Ranches at Star Hollow Subdivision, filed in the Official Records of Hood County, Texas and Erath 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 be 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

