

**THE LAKES OF CREEKWOOD HOMEOWNERS ASSOCIATION**  
**GUIDELINES FOR ALTERNATIVE PAYMENT PLANS**

FILED  
TARRANT COUNTY TEXAS  
2012 OCT 23 PM 3:51

Date: October 9, 2012

**SUBDIVISION:** THE LAKES OF CREEKWOOD ADDITION, as more particularly described on Exhibit A attached hereto and incorporated herein for all purposes.

MARY LOUISE GARCIA  
COUNTY CLERK  
BY \_\_\_\_\_

The Board of Directors of The Lakes of Creekwood Homeowners Association, a Texas property owners association as defined by Texas Property Code Chapter 209 (the Association), has resolved that it is in the best interests of the Association to adopt this Alternative Payment Plan (the Plan), and has instructed the undersigned to execute and effect recording of this instrument on behalf of the Association.

**Purpose.** The purpose of this Plan is to comply with the minimum requirements of Tex.Prop.Code §209.0062 & Tex.Prop.Code §209.0063 enacted by the 82<sup>nd</sup> Texas Legislature as House Bill 1228 and House Bill 1821, effective January 1, 2012, which requires a property owners= association composed of more than 14 lots to adopt reasonable guidelines to establish an alternative payment plan.

**Effective Date.** This Plan is adopted by the Board of Directors to be effective as of January 1, 2012.

**Establishment of Plan.** The Association is establishing this Plan in order to allow a Member, as that term is used in the Restrictive Covenants of The Lakes of Creekwood, dated January, 13, 1999, duly recorded in Clerks File No. D199017639, at Volume 13623, Page 19, of the Real Property Records of Tarrant County, Texas, as well as The Amendment to Restrictive Covenants of the Lakes of Creekwood, dated June 1, 2009, duly recorded in Clerk's File No. D209151214, of the Real Property Records of Tarrant County, Texas, to make partial payments to the Association for delinquent regular or special assessments or any other amounts owed to the Association without accruing additional monetary payments. In this Plan, monetary penalties do not include reasonable costs associated with administering a payment plan or interest.

**Priority of Payments.** A payment received by the Association from a Member shall be applied to the Member's debt in the following order of priority:

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

**Request by Member.** A Member may request to enter into a payment plan for delinquent regular assessments, special assessments or any other amounts owed to the Association by the Member.

**Term of Payment Plan.** The minimum term for an alternative payment plan under this Plan shall be no less three (3) months and no more than twelve (12) months from the date of a request by a Member.

**Boards Discretion.** It is within the discretion of the Board of Directors of the Association to determine a suitable and reasonable payment plan for each Member with regard to such delinquent regular assessments, special assessments or other amounts owed to the Association.

**Default Under Previous Payment Plan.** The Association is not required to enter into a payment plan with a Member who failed to honor the terms of a previous payment plan during the two (2) years following the Member's default under the previous payment plan.

**Failure to Record This Plan.** The Associations failure to record or file this Plan in the real property records of Tarrant County, Texas does not prohibit a Member from receiving an alternative payment plan by which the Member may make partial payments to the Association for delinquent regular or special assessments or any other amounts owed to the Association without accruing additional monetary penalties, as previously defined under this Plan.

**Third Party Collections.** The Association may not hold a Member liable for fees of a collection agent, as that term is defined by Section 803 of the federal Fair Debt Collection Practices Act (15 U.S.C. Section 1692a), retained by the Association unless the Association first provides written notice to the Member by certified mail, return receipt requested, that: (1) specifies each delinquent amount and the total amount of the payment required to make the account current; (2) describes the options the Member has to avoid having the account turned over to a collection agent, including information regarding availability of a payment plan through the Association; and (3) provides at least thirty (30) days for the Member to cure the delinquency before further collection action is taken.

**Not Liable for Certain Fees.** A Member is not liable for fees of a collection agent retained by the Association if: (1) the obligation for payment by the Association to the Associations collection agent for fees or costs associated with a collection action is in any way dependent or contingent on amounts recovered; or (2) the payment agreement between the Association and the Associations collection agent does not require payment by the Association of all fees to a collection agent for the action undertaken by the collection agent.

**No Prohibition From Contacting the Board.** The agreement between the Association and the Associations collection agent may not prohibit the Member from contacting the Association Board of Directors or the Associations managing agent regarding the Member's delinquency.

**Public Recording.** In case this Plan is construed to be a dedicatory instrument within the meaning of Tex.Prop.Code §202.001(1), it will be publicly recorded in Tarrant County, Texas, pursuant to Tex.Prop.Code §202.006(b). All amendments, restatements, and supplements to this Plan must also

be publicly recorded in Tarrant County, Texas, unless and until State law clarifies that public recording of administrative policies, such as this Plan, is not required. This provision and the act of recording may not be construed as an assertion by the Association that this Plan, which is administrative in nature, is a Adedicatory instrument.

By signing below, the undersigned certifies that the Board of Directors of the Association adopted this Plan and instructed the undersigned to execute this Plan and effect its recording on behalf of the Association.

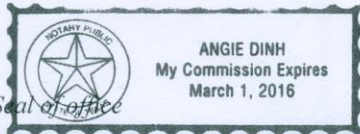
SIGNED on the 9th day of October, 2012.

**THE LAKES OF CREEKWOOD HOMEOWNERS ASSOCIATION,**  
a Texas property owners association

By: *John Powers*  
**JOHN POWERS, President**

THE STATE OF TEXAS    '  
                                  '  
COUNTY OF TARRANT   '

This instrument was acknowledged before me on the 9th day of October, 2012 by **JOHN POWERS**, President of THE LAKES OF CREEKWOOD HOMEOWNERS ASSOCIATION (the Association), on behalf of the Association solely in his capacity as President of the Association.

 *Angie Dinh*  
NOTARY PUBLIC, STATE OF TEXAS

*Seal of office*

EXHIBIT A

TO  
GUIDELINES FOR ALTERNATIVE PAYMENT PLANS

DESCRIPTION OF SUBDIVISION

Being all of the real property that is subject to the Restrictive Covenants of The Lakes of Creekwood, recorded on January 21, 1999, as Document No. D199122209, Real Property Records, Tarrant County, Texas, and the Amendment to Restrictive Covenants of The Lakes of Creekwood, recorded on June 8, 2009, as Document No. D209151214, Real Property Records, Tarrant County, Texas, including the property platted as follows:

All of Lots 1 through 94, of Blocks 1 through 5, inclusive; all in THE LAKES OF CREEKWOOD ADDITION, SECTIONS ONE THROUGH THREE, an Addition to the City of Mansfield, Tarrant County, Texas, according to the plats thereof recorded at Book A, Page 4830, Document No. D199038902; Book A, Page 7098, Document No. D201300818; and Book A, Page 8720, Document No. D203399224, respectively, Plat Records, Tarrant County, Texas.

*(End of Exhibit A)*

**AFTER RECORDING, PLEASE RETURN TO:**

The Lakes of Creekwood Homeowners Association  
P.O. Box 2213  
Mansfield, Texas 76063