

154062

**RESOLUTION ADOPTING ALTERNATIVE PAYMENT SCHEDULE GUIDELINES
for the
HAWG HEAVEN PROPERTY OWNERS ASSOCIATION, INC.**

The Board of Directors (the "Board") of HAWG HEAVEN PROEPRTY OWNERS ASSOCIATION, INC., (the "Association"), being the property owners association for the Hawg Heaven Lake Estates Subdivision in Trinity County, Texas, at a special meeting of the Board on June 9, 2012, at which a quorum of the Directors were present as required by the Bylaws of the Association, and after consideration, motion and vote, adopted by unanimous vote of the directors present, the following resolution concerning the adoption of an alternative payment schedule guidelines, required by Section 209.0062 of the Texas Property Code (effective January 1, 2012). Accordingly, it is

Resolved that the Association's alternate payment schedule guidelines shall be as follows:

1. It is the policy of the Association that any agreement entered into by and between the Association and any property owner ("Owner") in the Subdivision shall comply with Section 209.0062, Texas Property Code;
2. Upon the request of an Owner, the Board of Directors shall approve a plan whereby the Owner shall be authorized to enter into an "Alternative Payment Schedule Plan" ("Payment Plan"), and make partial payments of any regular assessment, special assessments, and/or any other amount owed to the Association over such period of time as may be agreed upon between the Association and the Owner, but in no event shall the Payment Plan be for a period of time of less than three months;
3. Any Payment Plan entered into by the Association shall not extend more than 18 months from the date of the owner's request for a payment plan.
4. The association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan.
5. The Payment Plan shall be in writing, in such form as set forth by Attachment "A", shall be acknowledged before a notary public and capable of filing in the Official Public Records of Trinity County, Texas;
6. The Payment Plan shall be an enforceable contract and shall confirm the amounts due to the Association, including a breakdown of assessments, penalties, late fees, and interest, if applicable;
7. During the existence of the Payment Plan, and provided that all payments are timely paid by the Owner, no additional "monetary penalties" shall be charged to the Owner. For the purpose of this Resolution, "monetary penalties" does not include reasonable costs association with administering the payment plan or interest;
8. Should the Owner become delinquent in the payments under the Payment Plan, then the Payment Plan may be, at the discretion of the Association, filed in the Official Public Records of Trinity County, Texas. For the purpose of this Resolution "delinquent" means that payment was not received by the Association on or before 5:00 o'clock p.m. Central Time on the date the payment is due.
9. The Owner shall be responsible to pay a flat fee of \$50.00 for preparation of the Payment Plan, which shall be due upon the execution and return to the Association by the Owner with Owner's first payment under the Payment Plan.

10. Should the Owner become delinquent in payment under the Payment Plan, then the Association shall send a letter, in the form attached hereto as "Attachment B", to the Owner, by first class mail and certified mail, return receipt requested, giving notice of the delinquency and making demand for Owner to pay, in full, within thirty (30) days of the date of the letter, all amounts due under the Payment Plan. If the Owner has not paid all amounts due in such time, then the Association will, at its discretion, take further legal action to enforce its rights and seek judicial foreclosure of the maintenance fee lien provided by the deed restrictions.
11. This resolution is effective upon filing in the Official Public Records for Trinity County, Texas.

Signed this ____th day of August, 2012.

DEWEY WISEHART, President

THE STATE OF TEXAS
COUNTY OF TRINITY

The above Resolution was acknowledged to before me, the undersigned authority, by DEWEY WISEHART, President, Hawg Heaven Property Owners Association, Inc., on this ____ day of August, 2012.

NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS *
*
COUNTY OF TRINITY *

KNOW ALL MEN BY THESE PRESENTS:

PAYMENT PLAN
IT IS THE INTENT OF THE PARTIES TO THIS PAYMENT PLAN
THAT THIS PAYMENT PLAN IS INTENDED TO COMPLY
WITH SECTION 209.0062, TEXAS PROPERTY CODE.

A. Parties to Payment Plan¹

Association: Hawg Heaven Property Owners Association, Inc.

Mailing Address:

Contact Person/Phone:

Owner(s):²

Mailing Address:

Contact Person/Phone:

B. Property Involved in Payment Plan³

Lot(s): _____ **Block:** _____, **Section:** _____, **of** _____ **Subdivision,** _____ **County,**
Texas; Filing Information: Vol. _____, Page _____.

C. Itemization of Amounts Due on Effective Date of Payment Plan⁴

- 1. Regular Assessments for years: _____ \$ _____
- 2. Special Assessments for years: _____ \$ _____
- 3. Penalties/Late Fees: _____ \$ _____
- 4. Interest: _____ \$ _____
- 5. One Time Payment for Preparation of Payment Plan: _____ \$ _____

TOTAL DUE UNDER PAYMENT PLAN: \$ _____

¹The full legal name(s) of the owners should be obtained at the earliest possible time. See the information in footnote 3 below.

²Repeat for each Owner; each Owner (i.e. person with interest in the property) should sign the Payment Plan.

³You should get copies of deed to the property at this time. Should legal action be required later, then you will have to get deeds any way. The Owner should have this information, but if they do not, obtaining the deed from your County Clerk is not (normally) a complicated process. Most County Clerk's offices I have dealt with are competent and helpful in doing this type of legal research.

⁴These amounts should be SPECIFIC. You might attach a print out of your bill/statement. Assume that you will have to account for each penny you claim is due the Association.

D. Agreement Pay Monthly Payments

1. The parties hereto stipulate and agree that on the effective date of this Payment Plan that the total currently due, being \$ _____, shall be paid in _____ monthly payments with the first monthly payment of \$ _____ due on the _____ day of each month, starting on _____, 201__.
2. Owner further stipulates and agrees that all current regular assessments, payable [monthly] [annually], in the amount of \$ _____ shall continue to be paid timely. Should the current regular assessments not be paid timely, then this Payment Plan will be deemed in default.
3. The Owner shall be responsible to pay a flat fee of \$50.00 for preparation of the Payment Plan, which shall be due upon the execution and return to the Association by the Owner with Owner's first payment under the Payment Plan.
4. During the existence of this Payment Plan, and provided that Owner shall not be in default of this Payment Plan, no additional "monetary penalties" shall be charged to the Owner. For the purpose of this Payment Plan, "monetary penalties" does not include reasonable costs association with administering the payment plan or interest.

E. Default of Payment Plan

1. Owner shall be in default if owner fails to pay any payment due under this Payment Plan.
2. Should the Owner become delinquent in the payments under the Payment Plan, then the Payment Plan may be, at the discretion of the Association, filed in the Official Public Records of Trinity County, Texas. For the purpose of this Resolution "delinquent" and/or "in default" means that payment was not received by the Association on or before 5:00 o'clock p.m. Central Time on the date the payment is due.
3. Upon default, the Association shall send a letter to Owner advising Owner of default and giving notice that all amounts due under the Payment Plan, together with any additional amounts due as provided for by this Payment Plan, shall be paid in full within thirty (30) days of the letter. This letter shall be sent by first class mail and certified mail, return receipt requested, and shall give the Owner notice of the Owner's default and delinquency and make demand for Owner to pay, in full, within thirty (30) days of the date of the letter, all amounts due under the Payment Plan. If the Owner has not paid all amounts due in such time, then the Association will, at its discretion, take further legal action to enforce its rights and seek judicial foreclosure of the maintenance fee lien provided by the deed restrictions.
4. Upon default, the Association shall have the right to file this Payment Plan in the Official Public Records of the County Clerk of Trinity County, Texas.
5. The letter referenced in this Payment Plan shall comply with Chapter 209, Texas Property Code.

F. General Terms and Conditions

1. All amounts due under this Payment Plan are due and payable to Association at the Association's office located in Trinity County, Texas.
2. This agreement is stipulated and deemed to have been made in Trinity County, Texas, and all rights, duties, and obligations under this agreement are payable and enforceable in Trinity County, Texas. This agreement's validity, construction, breach, performance and operation shall be governed by the laws of the State of Texas and any legal action related to this agreement or the validity, construction, breach, performance and operation of same shall be

brought only in the District Court of Trinity County, Texas.
3. Signed on the dates of our respective acknowledgments.

ASSOCIATION:

HAWG HEAVEN PROPERTY OWNERS ASSOCIATION, INC.

By: [Signature]
Authorized Representative

OWNER(S):⁵

STATE OF TEXAS *

COUNTY OF _____ *

This instrument as acknowledged before me on the _____ day of _____, 201__, by _____ (Owner).

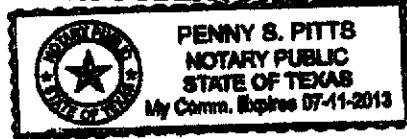
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS *

COUNTY OF Polk *

This instrument was acknowledged before me on the 11th day of Aug, 2012
by Dewey N. Wischaef, Hawg Heaven Property Owners Association, Inc., a Texas non-profit corporation on behalf of said corporation.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS



⁵Repeat as necessary for each Owner

After filing return to:

Travis E. Kitchens, Jr.
Lawyer
P. O. Box 1629
Onalaska, Texas 77360

THE STATE OF TEXAS
COUNTY OF TRINITY

I hereby certify that the instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Trinity County, Texas in the Volume and Page as noted hereon by me.

Diane McCrory
County Clerk, Trinity County
By: *[Signature]*



FILED
at 1:50 o'clock P M

SEP 05 2012

DIANE MCCRORY
COUNTY CLERK, TRINITY CO., TEXAS
By: *[Signature]* Deputy