201300151254 DEDICATION 1/3

HAMPTON MEADOWS HOMEOWNER'S ASOCIATION, INC. PAYMENT PLAN POLICY

WHEREAS, the Hampton Meadows Homeowner's Association, Inc., a Texas non-profit corporation (the "Association"), which is governed by its Board of Directors (the "Board"), is the governing entity of the Hampton Meadows subdivision and authorized to enact this Policy; and

WHEREAS, this Payment Plan Policy applies to the operation and utilization of property within Hampton Meadows, See EXHIBIT "A"

WHEREAS, the Board of Directors of the Association desires to establish guidelines to administer an installment payment process for delinquent amounts owed to the Association in compliance with Chapter 209 of the Texas Property Code; and

NOW THEREFORE, the Board of Directors of the Association hereby adopt the following Payment Plan Policy pursuant to Chapter 209 of the Texas Property Code and the authority granted to the Board by the provisions of the Bylaws:

- 1. Subject to Section 11 below, all owners are entitled to make partial payment for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
- 2. Late fees, penalties and delinquent collection related fees will not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
- 3. All Payment Plans must be in writing on the form provided by the Association or a form otherwise approved by the Association, and signed by the owner.
 - 4. The Payment Plan becomes effective and is designated as "active" upon:
 - a. Receipt of a fully completed and signed Payment Plan form; and
 - b. Receipt of the first payment under the plan; and
 - c. Acceptance by the Association as compliant with this Policy.
- 5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist Owners in submitting a Payment Plan.
 - a. Total balance up to 2 times annual assessment ... up to 6 months.
 - b. Total balance up to 3 times annual assessment ... up to 12 months.
 - c. Total balance greater than 3 times annual assessment ... up to 18 months.
- 6. On a case-by-case basis and upon request of the Owner, the Board may approve more than one Payment Plan to be executed in sequence to assist the owner in paying the amount owed. The individual Payment Plans may not exceed eighteen (18) months.

- 7. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
- 8. If an Owner requests a Payment Plan that will extend into the next assessment cycle, the Owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
- 9. If an Owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the Owner that the Payment Plan has been voided. The Association will provide written notice to the Owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the Owner:
 - a. Fails to return a signed Payment Plan form with the initial payment; or
 - b. Misses a payment due in a calendar month; or
 - c. Makes a payment for less than the agreed upon amount; or
- d. Fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

In the absolute discretion of the Association, the Association may waive default under item b, c or d above if the Owner makes up the missed or short payment on the immediate next calendar month payment. The Association may, but has no obligation to, provide a courtesy notice to the Owner of the missed or short payment.

- 10. If a Payment Plan is voided, the full amount due by the Owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
- 11. The Association has no obligation to accept a Payment Plan from any Owner who had defaulted on the terms of a Payment Plan within the last two (2) years.

This Policy is effective upon recordation in the Public Records of Dallas County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

This Payment Plan Policy was approved by the Board of Directors for Hampton Meadows Homeowner's Association, Inc., on May 13, 2013, and is effective upon recordation in the Public Records of Dallas County, and supersedes any policy regarding payment plan policies which may have previously been in effect Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect The Association, through its Board of Directors, shall have and may exercise discretionary authority concerning the restrictive covenants contained herein.

CERTIFICATION

"I, the undersigned, being the President of the Hampton Meadows Homeowner's Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board

By: John Robertson, President

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared John Robertson, President of Hampton Meadows Homeowner's Association, Inc., and known by me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he/she is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

My Commission Expires: Feb 27, 2017

Notary Public, State of Texas



After Recording return to:

Hampton Meadows Homeowners Association P.O. Box 2048 Desoto Texas, 75123

> Filed and Recorded Official Public Records John F. Warren, County Clerk Dailas County, TEXAS 05/15/2013 09:51:49 AM \$24.00



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EXHIBIT "A"

Legal Description of the Properties

TRACT 1

BEING a portion of a 36.26 acre tract of land situated in the John Lewis Survey, Abstract No. 774. City of DeSoto. Dallas County. Texas. said tract being all of the three tracts of land described in deed to W.R. Coggins and Betty D. Coggins, as recorded in Volume 74032. Page 1865, Deed Records Dallas County. Texas (D.R.D.C.T), said land also referred to in deed to The William R. and Betty D. Coggins Revocable Living Trust. as recorded in Volume 2000220. Page 1496, D.R.D.C.T., said 36.26 acre tract being more particularly described as follows:

BEGINNING at a 1/2-inch set iron rod with a cap stamped "RPLS 5439" (hereinafter referred to as "with cap") for the northwest corner of said Coggins tract, said corner being on the east right-of-way line of South Hampton Road (variable width), said corner being on the south line of a tract of land described in deed to Earl W. Cross, Amanda Moreno Cross & Kevin Wayne Cross, as recorded in Volume 2002080, Page 1104, D.R.D.C.T.

THENCE South 89 degrees 42 minutes 52 seconds East, departing said east right-of-way line and along the south line of said Cross tract, a distance of 2072.41 feet to a 1/2-inch found iron rod for the northeast corner of said Coggins tract and the southeast corner of said Cross tract, said corner being on the west line of Block 10, Mockingbird Hill Addition, Section Three, as recorded in Volume 84122, Page 3858, Map Records Dallas County, Texas (M.R.D.C.T.);

THENCE South 00 degrees 24 minutes 28 seconds West. along the east line of said Coggins tract and the west line of said Mockingbird Hill Addition, Section Three, a distance of 763 74 feet to a 1/2-inch set iron rod with cap for the southeast corner of said Coggins tract, said corner being on the north line of Bear Creek Meadows, Installment #4, as recorded in Volume 86123, Page 2279, M.R.D.C.T.

THENCE North 89 degrees 39 minutes 26 seconds West, along the south line of said Coggins tract and the north line of said Bear Creek Meadows, Installment # 4 and Bear Creek Meadows, Installment #2, as recorded in Volume 95222, Page 2112, M.R.D.C.T., a distance of 2069.93 feet to a 1/2-inch set iron rod with cap for the southwest corner of said Coggins tract, said corner being on the east right-of-way line of the aforementioned South Hampton Road;

EXHIBIT "A" (Continued)

THENCE North 00 degrees 13 minutes 17 seconds East, along said east right-of-way line, a distance of 761.67 feet to the POINT OF BEGINNING AND CONTAINING 1,579,697 square feet or 36.26 acres of land more or less of which 5.65 acres lies in a 250 foot wide Texas Power & Light Company Easement, as recorded in Volume 80, Pages 103, 105 & 107

TRACT 2

BEING a portion of a 17.14 acre tract of land situated in the John Lewis Survey. Abstract No. 774, City of DeSoto, Dallas County. Texas, said tract being all of a tract of land described in deed to Earl W. Cross, Amanda Moreno Cross & Kevin Wayne Cross, as recorded in Volume 2002080, Page 1104, Deed Records Dallas County, Texas (D.R.D.C.T.), said 17.14 acre tract being more particularly described as follows.

SEGINNING at a set P.K. nail in asphalt paving within South Hampton Road (variable width) for the Northwest corner of said Cross tract;

THENCE South 89 degrees 49 minutes 59 seconds East, along the North line of said Cross tract and the South line of a tract of land described in deed to E&B enterprises as recorded in Volume 94228, Page 4757, D.R.D.C.T., and a tract of land described in deed to Red Bird Elks Lodge #2552, as recorded in Volume 86195, Page 3170, D.R.D.C.T., passing at a distance of 55.00 feet the Southeast corner of a Right-of-way deed to the City of Desoto, as recorded in Volume 83235, Page 5037, D.R.D.C.T. continuing a total distance of 1643.09 feet to a 1/2-inch found iron rod for an ell corner of said Cross tract, said corner being the Southeast corner of said Elks Lodge tract,

THENCE North 00 degrees 53 minutes 49 seconds East, along the West line of said Cross tract and East line of said Elks Lodge tract, a distance of 259.91 feet to a 3/8-inch found iron rod for the most northerly Northwest corner of said Cross tract and the Northeast corner of said Elks Lodge tract, said corner being the most westerly Southwest corner of Mockingbird Hill Addition, Section Two, as recorded in Volume 83126, Page 3170, Map Records Dallas County, Texas (M.R.D.C.T), said corner also being the Southeast corner of Mockingbird Hill Addition, Section Four, Phase Il-A, as recorded in Volume 2001120, Page 9, M.R.D.C.T;

THENCE South 89 degrees 19 minutes 33 seconds East, along the North line of said Cross tract and the South line of said Mockingbird Hill Addition, Section Two, a distance of 469.84 feet to a 1/2-inch found iron rod for the Northeast corner of said Cross tract, said corner being an ell corner of said Mockingbird Hill Addition, Section Two;

EXHIBIT "A" (Continued)

THENCE South 00 degrees 24 minutes 28 seconds West, along the East line of said Cross tract and along the West line of said Mockingbird Hill Addition, Section Two and Mockingbird Hill Addition, Section Three, as recorded in Volume 84122, Page 3858, M.R.D.C.T., a distance of 553.60 feet to a 1/2-inch found from rod for the Southeast corner of said Cross tract, said corner being the Northeast corner of a tract of land described in deed to W.R. Coggins and Betty D. Coggins, as recorded in Volume 74032, Page 1865, D.R.D.C.T.;

THENCE North 89 degrees 42 minutes 52 seconds West, along the South line of said Cross tract and the North line of said Coggins tract, a distance of 2113.00 feet to a set P.K. nail in asphalt paving within the aforementioned South Hampton Road for the Southwest corner of said Cross tract.

THENCE North 00 degrees 00 minutes 29 seconds West, along the West line of said Cross tract and within said South Hampton Road, a distance of 293.50 feet to the POINT OF BEGINNING AND CONTAINING 746,515 square feet or 17.14 acres of land more or less.