

RESOLUTION OF BOARD OF DIRECTORS OF
SHADOWCREST HOMEOWNERS ASSOCIATION, INC.

TO ADOPT
COLLECTION AND INSTALLMENT PAYMENT PLAN POLICY

I. RECITALS

A. Shadowcrest Homeowners Association, Inc. (the "Association") is the nonprofit entity that governs the subdivisions known as Shadowcrest Subdivision, Woodcreek Section II, Woodcreek Section III, and Woodcreek Section IX, pursuant to the Declaration of Covenants, Conditions, and Restrictions of Shadowcrest Subdivision, recorded in the Official Records, Brazos County, Texas, and is also a domestic nonprofit corporation formed by the Secretary of State of Texas on August 24, 1982, as Shadowcrest Homeowners Association, Inc., under File No. 0061974901.

B. The Association, acting through its Board of Directors, desires to adopt a policy for collection of and enforcement of assessments which would provide for an installment payment plan.

C. The provisions regarding assessment collection and payment for each of the subdivisions referred to above are set out in the Declaration of Covenants, Conditions, and Restrictions for each of the respective subdivisions. The collection and installment plan policy is attached to the resolution as Exhibit A.

II. RESOLUTIONS

1. RESOLVED that adoption of the Shadowcrest Homeowners Association, Inc., "Collection and Installment Payment Plan Policy" attached hereto is in the best interest of the Association.

2. RESOLVED that the Association, acting through its Board of Directors hereby adopts the "Collection and Installment Payment Plan Policy" attached hereto.

3. RESOLVED that the Association's managing agent, Shadowcrest Homeowners Association, Inc., is hereby instructed to:

- (a) Execute the Policy on behalf of the Association;
- (b) Ensure that the executed Policy is delivered to the Brazos County clerk for recording in the Official Public Records of Brazos County, Texas, as a dedicatory instrument of Shadowcrest Homeowners Association, Inc.

- (c) Make the executed and publicly recorded Policy available to Association members as an electronic file without charge upon request by an owner.
- (d) Post the executed and publicly recorded Policy on the Association's website.
- (e) Include an announcement about the policy's adoption on the Association's website and in the next communitywide communication.

III. ADOPTION

These policies were adopted as indicated below by the signatures of each officer and director:

President	Randall Yates	<u>Randall Yates</u>
Vice President	Cindy Richmond	<u>Cindy Richmond</u>
Secretary	Tom Wehrly	<u>Tom Wehrly</u>
Treasurer	Sam Rizzo	<u>Sam Rizzo</u>
Hospitality Chair Person	Ann Busch	<u>Ann Busch</u>
Member	Jordan Bertling	<u>Jordan Bertling</u>
Member	Earl Legg	<u>Earl Legg</u>
Member	Zandy Pustay	<u>Zandy Pustay</u>

SIGNED OCTOBER 18, 2012

Exhibit A

COLLECTION AND INSTALLMENT PAYMENT PLAN POLICY

Dated: OCTOBER 18, 2012

Subdivision: SHADOWCREST, WOODCREEK II, WOODCREEK III, and WOODCREEK IX, as more particularly described in the legal description attached as Exhibit "A", which is attached hereto and incorporated herein

Property Owners' Association: SHADOWCREST HOMEOWNERS ASSOCIATION, INC.
c/o Randall Yates
9208 Shadowcrest Drive
College Station, Texas 77840

COLLECTION AND INSTALLMENT PAYMENT PLAN GUIDELINES

MONTHLY ASSESSMENTS:

The monthly assessments ("maintenance charge") are due and payable annually in advance on or before January 1 of each year.

SPECIAL ASSESSMENTS:

Special assessments allowed by the covenants and restrictions shall be due and payable on the date set out in the notice of the assessment.

NONPAYMENT OF ASSESSMENTS:

Any assessment which is not paid within thirty (30) days of the due date shall bear interest from the due date at the rate of one and one-half percent (1 ½%) per month until paid. The association may bring an action at law against the owner personally to pay the same, or foreclose the lien against the property.

FINES:

The association shall be authorized to collect fines for any violations of the Declaration of Covenants and Restrictions, as they may be amended from time to time, if the violation is not cured within thirty (30) days of receipt of the initial notice of violation by the owner. Fines may be assessed for each additional thirty (30) day period when the violation is not cured.

PAYMENT PLAN:

The Board of Directors may allow dues to be paid in five (5) successive equal monthly installments provided the owner executes an installment plan agreement on a form similar to the form attached as Exhibit B. The owner must request such an agreement from the property owners' association. Payments under a payment plan will incur an administrative fee and interest at the rate set out herein.

ADMINISTRATIVE FEE:

The property owners' association shall charge an administrative fee of \$25.00 for setting up each installment plan.

ONLY ONE PAYMENT PLAN ALLOWED IN A TWELVE MONTH PERIOD:

Owners can make no more than one (1) request for a payment plan within a 12 month period. The Homeowners Association is not required to enter into a payment plan agreement with an owner who failed to honor the terms of a previous payment plan agreement during the two years following the owner's default under the previous payment plan agreement.

INSTALLMENT PLAN FORM:

The installment plan form shall be executed on a form similar to Exhibit B.

ENFORCEMENT:

Failure to pay assessments, special assessments or installment plan payments shall result in the homeowners association to take any and all appropriate legal action and seek recovery of assessments, fines, interest, penalties, attorneys fees, and costs as provided in the Declaration of Covenants and Restrictions.

PRIORITY OF PAYMENTS:

(a) Except as provided by Subsection (b), a payment received by a property owners' 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 Subdivision (3);

(5) any fines assessed by the association; and

(6) any other amount owed to the association.

(b) If, at the time the property owners' association receives a payment from a property owner, the owner is in default under a payment plan entered into with the association:

(1) the association is not required to apply the payment in the order of priority specified by Subsection (a); and

(2) in applying the payment, a fine assessed by the association may not be given priority over any other amount owed to the association.

THIRD PARTY COLLECTIONS:

(a) A property owners' association may not hold an owner liable for fees of a collection agent retained by the property owners' association unless the association first provided written notice to the owner 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) described the options the owner 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 a period of at least 30 days of the owner to cure the delinquency before further collection action is taken.

HEARING BEFORE BOARD:

(a) The owner has a right to submit a written request for a hearing to discern and verify facts and resolve the matter by a committee appointed by the board or by the board of the property owners' association if the board does not appoint a committee.

(b) the committee appointed by the board or the board shall hold a hearing within thirty (30) days of receipt of the owner's request for a hearing. The board shall give the owner notice of the date, time, and place of the hearing at least ten (10) days before the hearing.

(c) the two foregoing provisions do not apply if the association files a suit seeking a temporary injunction or temporary restraining order or files a suit that includes foreclosure of a cause of action. The notice and hearing provisions of this section do not apply to a

temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision.

ATTORNEY'S FEE:

(a) A property owners' association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the association relating to collecting amounts, including damages, due the association for enforcing restrictions or the bylaws or rules of the association only if the owner is provided a written notice that attorney's fees and costs will be charged to the owner if the delinquency or violation continues after a date certain.

(b) An owner is not liable for attorney's fees incurred by the association relating to a matter described by the notice under Section 209.006 of the Texas Property Code if the attorney's fees are incurred before the conclusion of the hearing under Section 209.007 of the Texas Property Code or, if the owner does not request a hearing under that section, before the date by which the owner must request a hearing. The owner's presence is not required to hold a hearing under Section 209.007.

(c) All attorney's fees, costs, and other amounts collected from an owner shall be deposited into an account maintained at a financial institution in the name of the association or its managing agent. Only members of the association's board or its managing agent or employees of its managing agent may be signatories on the account.

(d) On written request from the owner, the association shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which the association seeks reimbursement of fees and costs.

The Homeowners Association establishes these Guidelines to allow owners who are delinquent in payment of debt to the Homeowners Association to pay the debt in partial payments to avoid monetary penalties. However, delinquency in payment of a debt may/will result in non-monetary penalties, such as loss of privileges.

This Installment Payment Plan Policy was approved by the undersigned officers and directors on OCTOBER 8, 2012:

President	Randall Yates
Vice President	Cindy Richmond
Secretary	Tom Wehrly
Treasurer	Sam Rizzo
Hospitality Chair Person	Ann Busch
Member	Jordan Bertling
Member	Earl Legg

Randall Yates
Cindy Richmond
Tom Wehrly
Sam Rizzo
Ann Busch
Jordan Bertling
Earl Legg

Member

Zandy Pustay

Zandy Pustay

SHADOWCREST HOMEOWNERS ASSOCIATION, INC.

By T E Wehrly
TOM WEHRLY, Secretary

STATE OF TEXAS

§
§
§

COUNTY OF BRAZOS

This instrument was acknowledged before me on the 18TH day of OCTOBER 2012, by TOM WEHRLY, Secretary of SHADOWCREST HOMEOWNERS ASSOCIATION, INC., a Texas corporation, on behalf of said corporation, in the capacity therein stated.

Barbara Riccar Lott
NOTARY PUBLIC, State of Texas

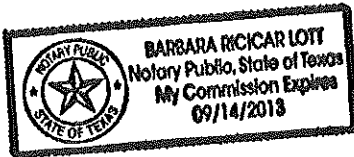


Exhibit A
To Collection and Installment Payment Plan Policy
Shadowcrest Homeowners Association, Inc.

Description of Subdivision

Being all of the real property that is subject to the Declaration of Covenants, Conditions, and Restrictions of Woodcreek Section One, Woodcreek II, Woodcreek III, and Woodcreek IX, as follows:

- a. Shadowcrest Subdivision: Lots 1 through 15, Block 1; Lots 1 through 20, Block 2; Lots 1 through 5, Block 3; Lots 1 through 8, Block 4; and Lots 1 through 9, Block 5, WoodCreek Section One, an addition in College Station, Brazos County, Texas, according to plat recorded in Volume 529, Page 28 of the Deed Records of Brazos County, Texas, as well as any amendment thereto;
- b. Woodcreek Section II: Lots 1 and 2, Block 6; Lots 1 through 8, Block 7; Lots 1 through 7, Block 8; Lots 1 through 7, Block 9; Lots 1 through 13, Block 10; and Lots 1 through 9, Block 11, Woodcreek, Section II, and addition to the City of College Station, Texas, according to plat recorded in Volume 750, Page 347, Official Records of Brazos County, Texas, as well as any amendment thereto;
- c. Woodcreek Section III: Lots 1 through 14, Block 12, Woodcreek Section, III, an addition to the City of College Station, Texas, according to plat recorded in Volume 959, Page 797, Official Records of Brazos County, Texas, as well as any amendment thereto;
- d. Woodcreek Section IX: All that certain tract or parcel of land lying and being situated in the THOMAS CARUTHERS LEAGUE, A-9, in College Station, Brazos County, Texas, and being a portion of the tract of land called 40.50 acres out of Tract Four, said Tract Four being part of the 88.52 acres conveyed by the Federal Deposit Insurance Corporation (FDIC), in its capacity as Liquidator of the First Bank & Trust, Bryan, Texas, to TAC REALTY, INC., by Special Warranty Deed, Volume 1157, Page 194, of the Official Records of Brazos County, Texas, and being more particularly described by metes and bounds in Exhibit A, Pages 2 and 3, attached hereto and made a part hereof for all purposes.

Exhibit A, Page 2

EXHIBIT "A"

Page 1 of 2

(CONCORD PROPERTY)

FIELD NOTES
WOODCREEK, SECTION NINE
11.373 ACRES

Being all that certain tract or parcel of land lying and being situated in the THOMAS CARUTHERS LEAGUE, A-9 in College Station, Brazos County, Texas and being a portion of the tract of land called 40.50 Acres out of Tract Four, said Tract Four being part of the 88.52 acres conveyed by the Federal Deposit Insurance Corporation (FDIC), in its capacity as Liquidator of the First Bank & Trust, Bryan, Texas to TAC REALTY, INC. by Special Warranty Deed, Volume 1157, Page 194 of the Official Records of Brazos County, Texas, and being more particularly described by metes and bounds as follows.

BEGINNING. at a found 1/2-inch iron rod marking the west corner of Lot 10, Block 7 of Foxfire, Phase II subdivision as recorded in Volume 358, Page 291, said iron rod also being an angle point in the south line of Lot 4 in said Block 7;
THENCE: S 45° 03' 33" E (called S 45° 00' 14" E) along the southwest line of said Foxfire, Phase II subdivision for a distance of 675.35 feet to a 1/2-inch iron rod set for corner;
THENCE: S 58° 18' 47" W through the said 40.50 acre tract and along the northwest line of Lots 6 and 7, Block Eleven of Woodcreek, Section Two as recorded in Volume 750, Page 347, for a distance of 341.64 feet to a found 1/2-inch iron rod for corner;
THENCE: N 40° 00' 15" W along the northeast line of Lot 1, Block Eleven of said Woodcreek, Section Two for a distance of 120.76 feet to a found 1/2-inch iron rod in the southeast line of Concord Circle (a 7' wide street right-of-way formerly known as Courtland Circle);
THENCE: N 36° 11' 07" W for a distance of 50.58 feet to a 1/2-inch iron rod set for corner,
THENCE: S 44° 36' 17" W along the northwest line of said Concord Circle for a distance of 100.00 feet to a found 1/2-inch iron rod for the Point of Curvature of a curve to the right;
THENCE: 121.70 feet along the arc of said curve having a central angle of 25° 21' 21", a radius of 275.00 feet, a tangent of 61.86 feet and a long chord bearing S 57° 36' 58" W at a distance of 120.71 feet to a 1/2-inch iron rod set for the Point of Curvature of a Compound Curve;
THENCE: 39.59 feet along the arc of said compound curve having a central angle of 90° 44' 13", a radius of 25.00 feet, a tangent of 25.32 feet and a long chord bearing N 64° 20' 15" W at a distance of 35.58 feet to a 1/2-inch iron rod set for a Point of Curvature of a Reverse Curve;
THENCE: 18.71 feet along the arc of said reverse curve in the northeast line of a 60' wide street right-of-way called Stonebrook Drive, said curve having a central angle of 01° 17' 26", a radius of 830.81 feet, a tangent of 9.36 feet and a long chord bearing N 19° 36' 52" W at a distance of 18.71 feet to a 1/2-inch iron rod set for corner;
THENCE: S 73° 08' 01" W for a distance of 60.12 feet to a 1/2-inch iron rod set in the southwest line of said Stonebrook Drive for corner;
THENCE: 200.29 feet in a clockwise direction along the arc of a curve having a central angle of 14° 53' 18", a radius of 770.81 feet, a tangent of 100.71 feet and a long chord bearing S 13° 04' 48" E at a distance of 199.73 feet to a 1/2-inch iron rod set for corner, said iron rod also marking the northeast corner of Lot 1, Block Six of the beforementioned Woodcreek, Section Two addition;
THENCE: S 84° 00' 31" W along the northwest line of said Lot 1 for a distance of 109.76 feet to a 1/2-inch iron rod set for corner,
THENCE: 18.01 feet in a clockwise direction along the arc of a curve in the southwest line of said Lot 1, said curve having a central angle of 01° 33' 49", a radius of 660.00 feet, a tangent of 9.01 feet and a long chord bearing S 04° 09' 55" E at a distance of 18.01 feet to a 1/2-inch iron rod set for corner,
THENCE: S 86° 36' 59" W for a distance of 130.00 feet along the northwest line of a 20' wide Public Alley and along the northwest line of Block One of Woodcreek, Section Two as recorded in Volume 579, Page 345 to a 1/2-inch iron rod set for corner,
THENCE: S 03° 23' 11" E along the southwest line of said Block One for a distance of 122.00 feet to a found 1/2-inch iron rod for corner,
THENCE: S 86° 36' 59" W along the northwest line of Timber Knoll Drive (a 50' wide right-of-way described by plat in Volume 529, Page 23) for a distance of 50.00 feet to a 1/2-inch iron rod set for corner,
THENCE: 39.27 feet in a clockwise direction along the arc of a curve having a central angle of 90° 00' 00", a radius of 25.00 feet, a tangent of 25.00 feet and a long chord bearing S 41° 36' 59" W at a distance of 35.36 feet to a found 1/2-inch iron rod for corner,
THENCE: S 86° 36' 59" W along the northwest line of Spadoverest Drive (a 50' wide right-of-way

Exhibit A, Page 3

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FIELD NOTES
Woodcreek, Section Nine
11 373 Acres

described by plat in Volume 529, Page 23) for a distance of 85.04 feet to a 1/2-inch iron rod set for corner, said iron rod also marking the southeast corner of a 6.58 acre City Park tract described in Volume 918, Page 678;

THENCE: N 03° 23' 01" W along said City Park tract for a distance of 139.96 feet to a 1/2-inch iron rod found for corner,

THENCE: N 41° 52' 37" W continuing along the City Park tract for a distance of 246.31 feet to a 1/2-inch iron rod set for corner, said iron rod also marking the south corner of Lot 13, Block 6 of the beforementioned Foxfire, Phase 2 subdivision;

THENCE: N 44° 52' 58" E for a distances of 998.98 feet (called N 44° 56' 17" W - 998 94') to the POINT OF BEGINNING and containing 11 373 acres of land more or less.

I, Michael R. McClure, Registered Professional Land Surveyor No. 2859 in the State of Texas do certify to the best of my knowledge information and belief and in my professional opinion that this survey is true correct and agrees with a survey made on the ground under my supervision.

Michael R. McClure 3/17/98

Michael R. McClure, R.P.L.S. #2859

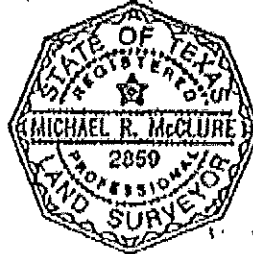


Exhibit B

to Shadowcrest Homeowners Association, Inc.,
Collection and Installment Payment Plan Policy

INSTALLMENT PAYMENT PLAN

Date: _____, 20_____

Debtor: _____

Address: _____

Debt:

Principal Amount of Debt: \$ _____
Annual Interest Rate: _____
Annual Interest Rate on Matured, Unpaid Amounts: _____
Administrative Fee: _____

Property Owners' Association: SHADOWCREST HOMEOWNERS ASSOCIATION,
INC.

Place of Payment: _____

Maturity Date: _____, 20_____

Terms of Payment: _____

Debtor promises to pay to the order of Property Owners' Association the Principal Amount of Debt plus interest at the Annual Interest Rate and the Administrative Fee. The Debt is payable at the Place of Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. If any amount is not paid either when due under the Terms of Payment or an acceleration of maturity, Debtor promises to pay any unpaid amount plus interest from the date the payment was due to the date of payment at the Annual Interest Rate on Matured, Unpaid Amounts.

If Debtor defaults in the payment of this Agreement, Property Owners' Association may declare the unpaid principal balance, earned interest, and any other amounts owed immediately due. Debtor and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

Debtor also promises to pay reasonable attorney's fees and court and other costs if this Agreement is placed in the hands of an attorney to collect or enforce. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Debtor will pay Property Owners' Association these expenses and interest on demand at the place for Payment. These expenses and interest will become part of the Debt evidenced by this Agreement.

Interest on the Debt will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be created on the Principal Amount of Debt or, if the Principal Amount of Debt has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount of Debt or, if the Principal Amount of Debt has been paid, refunded. This provision overrides any conflicting provisions in this Agreement and all other instruments concerning the Debt.

Each Debtor is responsible for all obligations represented by this Agreement.

When the context requires, singular nouns and pronouns include the plural.

Debtor:

Filed for Record in:
BRAZOS COUNTY

On: Oct 24, 2012 at 02:29P

As a
Recording

Document Number: 01136168

Amount 52.00

Receipt Number - 452076

By:
Betty King

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the Official Public records of:

BRAZOS COUNTY

as stamped hereon by me.

Oct 24, 2012

Karen McQueen, Brazos County Clerk
BRAZOS COUNTY Page 2 of 2