

AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201

**SECOND SUPPLEMENTAL CERTIFICATE AND MEMORANDUM
OF RECORDING OF ASSOCIATION DOCUMENTS FOR
RUSTIC TIMBERS HOMEOWNERS ASSOCIATION**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

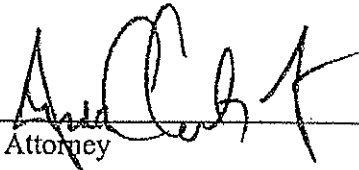
The undersigned, as attorney for the Rustic Timbers Homeowners Association, for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described on Exhibit B attached hereto, hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

- (a) *Rustic Timbers Homeowners Association - Collection and Payment Application Policy* (Exhibit "A-1");
- (b) *Rustic Timbers Homeowners Association - Administrative Fee Enforcement* (Exhibit "A-2"); and
- (c) *Rustic Timbers Homeowners Association - Collection Procedure and Policy* (Exhibit "A-3").

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the dedicatory instruments.

IN WITNESS WHEREOF, the Rustic Timbers Homeowners Association has caused this Second Supplemental Certificate and Memorandum of Recording of Association Documents to be filed with the office of the Denton County Clerk and supplements that certain Certificate and Memorandum of Recording of Association Documents for Rustic Timbers Homeowners Association, filed on December 28, 1999, as Instrument No. 99-R0128764 in Volume 4494, Page 0225, et seq. of the Official Property Records of Denton County, Texas; and that certain First Supplemental Certificate and Memorandum of Recording of Association Documents for Rustic Timbers Homeowners Association, filed on September 1, 2000, as Instrument No. 00-R0084805 in Volume 4666, Page 0039, et seq. of the Official Property Records of Denton County, Texas.

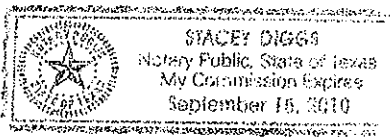
**RUSTIC TIMBERS HOMEOWNERS
ASSOCIATION**

By: 
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for the Rustic Timbers Homeowners Association, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 15th day of August, 2008.




Notary Public, State of Texas

RUSTIC TIMBERS HOMEOWNERS ASSOCIATION
COLLECTION AND PAYMENT APPLICATION POLICY

In conjunction with Article IX of the Declaration of Covenants, Conditions and Restrictions for Rustic Timbers Homeowners Association this Collection and Payment Application Policy will apply to any payment received from an owner whose account reflects an unpaid balance. All payments shall be applied to the outstanding balance in the following order.

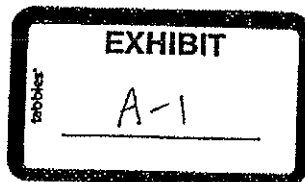
- First - Any collection costs including Attorney's fees
- Second - Late charges
- Third - Accrued but unpaid interest
- Fourth - Special Individual Assessments including Violation Fines
- Fifth - Association self help expenses including maintenance costs
- Sixth - Special Assessments
- Seventh - Specified Assessments (Quarterly, Semi-Annual or Annual)

The Association has caused this Collection and Payment Application Policy to be executed by its duly authorized agent as of 7-25, 2008.

Rustic Timbers Homeowners Association

By: Mark Williams

Mark Williams, President



ADMINISTRATIVE FEE ENFORCEMENT

RUSTIC TIMBERS HOMEOWNERS ASSOCIATION

WHEREAS the Association (Rustic Timbers Homeowners Association) has a Declaration, Bylaws, and

WHEREAS Article V, Section 5.02 of the Bylaws shall give the Board of Directors the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the land in keeping with the character and quality of the area in which it is located.

WHEREAS the Association (Rustic Timbers Homeowners Association) specifies (Section 5.02) the Board of Directors to handle the powers and duties necessary for the administration of the affairs of the association of the Declaration and Bylaws with the following procedure for all letters associated with the Declaration and Bylaws compliance:

1. 1st violation letter- no charge
2. 2nd violation letter- \$5.00 administrative fees assessed to homeowner account.
3. 3rd violation letter (PC 209) - \$10.00 administrative fee assessed to homeowner account.

At the Board of Directors discretion, the PC 209 letter may be sent in lieu of letters 1 and 2. Once the PC 209 letter is sent, the Board of Directors may proceed with filing a lien.

NOW, THEREFORE, BE IT RESOLVED THAT the following rule for the Homeowners Association is hereby adopted by the Board of Directors.

APPROVED:

7-15-08

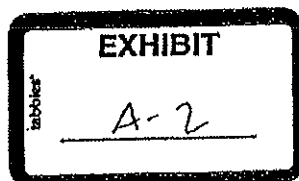
Date

Mark Williams

President

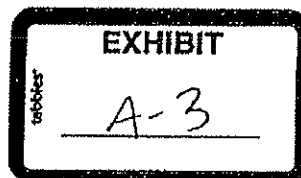
Lisa B. George

Secretary



**RUSTIC TIMBERS HOMEOWNERS ASSOCIATION
COLLECTION PROCEDURE AND POLICY**

1. ASSESSMENTS DEFINED. Assessments are quarterly assessments and special assessments along with all other charges including but not limited to; compliance fines, late fees, penalties, interest and costs of collection including attorney fees.
2. PROPERTIES ASSESSED. Assessments will be levied on all property subject to the Declaration of Covenants, Conditions and Restrictions for Rustic Timbers Homeowners Association.
3. ASSESSMENT PERIOD. The Board of Directors for the Association (hereinafter referred to as the "Board") has the duty to establish and adopt an annual budget in advance for each fiscal year covering the estimated costs of operation for the Association Property during each calendar year.
4. NOTICE. The Board shall attempt to cause notice of Assessments to be delivered to each Owner at least thirty days prior to the due date of the Assessments. An Owner shall not escape liability or be entitled to a deferral of any charges, including but not limited to fines, penalties, interest, costs of collection or attorney fees with regard to delinquent Assessments on the basis of such Owner's failure to receive notice, actual or timely, if such notice was sent via regular mail to the most recent address of the Owner according to the books and records of the Association.
5. CHANGE OF ADDRESS: Each Owner shall have the obligation to notify the Association in writing of any change in address, which shall become effective five days after written notice has been received.
6. DUE DATE. All Assessments are due on January 1, April 1, July 1, and October 1 of each year ("Due Date").
7. DELINQUENCY DATE: If full payment of the Assessment is not received on or before the close of business on the last day of the month it will be considered delinquent.
8. LATE/INTEREST. All delinquent Assessments shall incur a late charge of \$25.00 per quarter and a charge of interest at the rate of 6% interest per annum from the Due Date until the delinquent assessment is paid in full; provided, however, that in no event shall any amount to be charged or actually collected or received herein exceed the maximum rate permitted by applicable law, in which event, if any, such funds shall be applied and credited as a payment receipt, all as provided herein
9. DELINQUENCY NOTIFICATION The Association may cause to be sent the following notification(s) to Owners for delinquent payment of Assessments or Compliance Fines:



- a. REMINDER NOTICE: In the event that an Assessment account balance is deemed delinquent, a Past Due Notice may be sent via regular mail setting forth all charges due.
 - b. DEMAND LETTER: In the event that an Assessment account balance remains unpaid sixty (60) days from the Due Date, a Notice of Default may be sent via certified mail to each delinquent Owner.
10. ATTORNEY REFERRAL. Unless contrary instructions are given by the Board of the Association or advised by the Association's Attorney, the following letters or actions will be taken upon referral of a delinquent Owner. All associated costs of Attorney collection will be assessed to Owners account.
 - a. Demand Letter – when the account is ninety (90) days past due a Demand Letter, setting forth all outstanding amounts due, allowing Owner 30 days to pay the delinquency or dispute the debt pursuant to applicable law will be mailed via certified and regular mail.
 - b. Lien Affidavit Notice and Demand Letter – when the account exceeds \$500.00, a Notice of Lien, allowing a final 21 days to pay the delinquency will be mailed to Owner and an affidavit will be recorded in Real property records claiming a Lien on the Owner's property to protect the Association's interest. Board of Directors will review filing of all liens.
 - c. Foreclosure-When the account exceeds \$1,000.00 past due, foreclosure proceeding may begin if approved in writing by the Board of Directors.
11. REFERRAL OF ACCOUNT TO ATTORNEY. The attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a notice of lien affidavit, filing a lawsuit against the delinquent Owner for a money judgment, all without prejudice to the right of the Board, in its sole and absolute discretion, to pursue any one or more other collection actions whether instituted simultaneously or otherwise, at law or in equity, including but not limited to, instituting foreclosure action upon the notice of lien, or otherwise, the collection of the judgment, and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy to obtain payment in full of the Assessments and the Owners' account, all consistent with applicable law.
12. BANKRUPTCIES. Upon receipt of any notice of a bankruptcy of an Owner, the account shall be turned over to the Association's attorney so that all interests may be protected and Assessments collected. All related charges will be applied to Owner's account.

13. NON-SUFFICIENT FUND CHARGE: An Owner will be charged a fee of \$25.00 for any check that is returned or Automatic Clearing House (ACH) debit that is not paid as a result of Non-Sufficient Funds (NSF).
14. WAIVER/MODIFICATION OF POLICY. The Board in its sole and absolute discretion may grant a waiver of any provision or otherwise modify any of the procedures contained herein upon a petition of an Owner showing a personal hardship or just cause.
15. REQUIRED ACTION. Nothing contained herein, and not otherwise required by the Declaration, shall require the Association to take any of the specific actions contained herein. The Board of the Association shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as it, in its sole judgment, deems reasonable, without prejudice or precedent to any future similar claims of hardship or requests for waiver.

Rustic Timbers Homeowners Association

By: Mark Williams
Mark Williams, President

EXHIBIT B

LEGAL DESCRIPTION OF LAND COMPRISING THE ADDITIONS

BEING a tract of land situated in the R.W. Gibson Survey, Abstract No. 458 Town of Flower Mound, Denton County, Texas the subject tract further being all of each tract of land conveyed to Lennar Homes of Texas, Inc., by the deeds recorded in County Clerk Numbers 93-0055031 (12.830 acres), 93-0055036 (52.850 acres), and 93-0055037 (20.972 acres) of the Land Records of Denton County, Texas (LRDCT), the subject tract being more particularly described as follows;

BEGINNING at the Southwest corner of that 20.972 acre tract of land conveyed to Lennar Homes of Texas, Inc., by the said deed recorded in County Clerk Number 93-0055037 (LRDCT), said corner being located in Fireside Drive (no ROW width of record) and 4.7± feet West of the edge of asphalt pavement, 5/8" iron pin with a cap stamped 4224 found at corner, from which a 3/8" iron pin found at the Northwest corner of Lot 19 of Oak Heights Addition, an addition to the Town of Flower Mound recorded in Volume 2, Page 165 (LRDCT), bears S 88° 52' 02" E, a distance of 39.32 feet;

THENCE, N 01° 22' 00" E, along the Westerly line of said 20.972 acre tract and along Fireside Drive, a distance of 585.45 feet to an angle point of said 20.972 acre tract;

THENCE, Along a common line between said 20.972 acre tract and a tract of land owned by Harold F. Schlegel, according to the deed recorded in Volume 433, Page 667 (LRDCT), the following;

S 88° 37' 23" E, a distance of 333.58 feet to a 1/2" iron pin found at corner;

N 04° 45' 20" W, a distance of 265.31 feet to a 5/8" iron pin with cap stamped 4224 found at corner;

N 49° 11' 59" W, a distance of 344.08 to a 1/2" iron pin found at corner;

N 88° 15' 25" W, a distance of 39.87 feet to a point in said Fireside Drive (no ROW width of record).

THENCE, Along said Fireside Drive and the Northwesterly line of said 20.972 acre tract, the following;

N 01° 47' 16" E, a distance of 15.74 feet;

N 13° 50' 29" E, a distance of 216.01. feet;

N 20° 34' 47" E, a distance of 72.64 feet;

N 50° 16' 55" E, a distance of 307.67 feet to a point on the Southerly line of

Cross Timbers Road (Highway No. 1171), said point further being the beginning point of a boundary line agreement recorded in Volume 1180, Page 483 (LRDCT) and the most westerly corner of Lot 1, Block A, of the Lamb of God Lutheran Church Addition, an addition to the Town of Flower Mound, according to the plat recorded in Cabinet H, Page 296 (LRDCT), a 1/2" iron pin found at corner;

THENCE, Along the Southerly line of Lots 1 & 2, Block A of Lamb of God Lutheran Church and the Northerly line of the previously mentioned Lennar Homes of Texas, Inc., 20.972 acre and 52.850 acre tracts, the following;

N 77° 34' 27" E, a distance of 859.74 feet to a 1/2" iron pin found at corner;

N 70° 11' 15" E, a distance of 106.60 feet to a 1/2" iron pin set at corner;

N 59° 13' 05" E, a distance of 126.92 feet to a 1/2" iron pin found at corner;

N 48° 09' 33" E, a distance of 92.27 feet to a 1/2" iron pin found at corner;

N 37° 26' 04" E, a distance of 111.23 feet to a 1/2" iron pin found at corner;

N 28° 20' 28" E, a distance of 527.07 feet to a 5/8" iron pin found at corner;

THENCE, Leaving said Lots 1 & 2, Block A of Lamb of God Lutheran Church Southeasterly line and continuing along said Northerly line of the 52.850 acre tract of land conveyed to Lennar Homes of Texas, Inc., (LRDCT), the following;

S 39° 39' 53" E, a distance of 43.14 feet to a 5/8" iron pin with cap stamped 4224 found at corner;

N 28° 15' 10" E, a distance of 129.47 feet to a 5/8" iron pin with cap stamped 4224 found at corner;

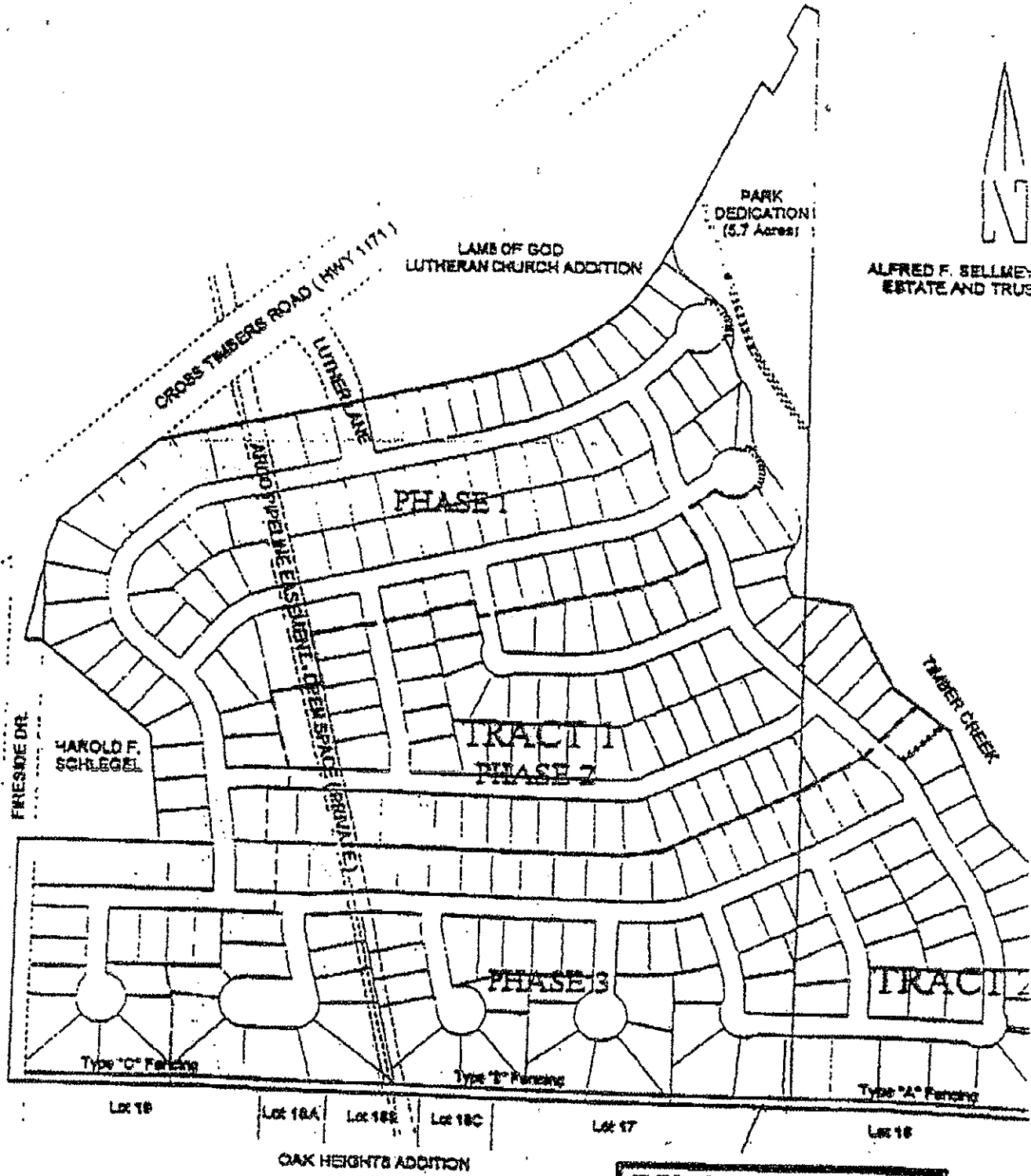
N 39° 39' 53" W, a distance of 43.21 feet to a 1/2" iron pin set at corner;

N 28° 20' 28" E, a distance of 90.08 feet to the most Northerly corner of said 52.850 acre tract, a 3/8" iron pin found at corner;

THENCE, S 61° 44' 30" E, along the Northeasterly line of said 52.850 acre tract, a distance of 40.00 feet to a 5/8" iron pin with cap stamped 4224 found at corner, from which a concrete monument bears N 06° 11' 49" E, a distance of 146.25 feet;



ALFRED F. BELLMY
ESTATE AND TRUS



RUSTIC TIMBERS
CONCEPT PLAN
86.21 ACRES
Town of Flower Mound
Denton County, Texas

THENCE, N 87° 46' 41" W, along the South line of the previously mentioned 12.830 acre tract, a distance of 629.58 feet to a 5/8" iron pin found at corner;

THENCE, S 01° 21' 00" W, along the East line of the previously mentioned 52.850 acre tract, a distance of 5.37 feet to the Southeast corner of said 52.850 acre tract, said corner further being located on the North line of the previously mentioned Lot 16 of Oak Heights Addition, a 5/8" iron pin with cap stamped 4224 found at corner;

THENCE, Along the South line of said Lennar Homes of Texas, Inc., and the North line of said Oak Heights Addition, the following;

N 88° 17' 40" W, a distance of 72.37 feet to a 1/2" iron pin found at corner;

N 88° 52' 02" W, passing 10.6 feet South of a 1/2" iron pin found at a distance of 645.17 feet marking the Northeast corner of Lot 18-C of the Replat of Lot 18 Oak Heights Addition, an addition to the Town of Flower Mound, according to the plat recorded in Cabinet D, Page 260 (LRDCT), and continuing 1768.73 feet making a total distance of 1779.33 feet to the PLACE OF BEGINNING with the subject tract containing 3,774,644 square feet or 86.6539 acres of land.

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2008 00091629

Instrument Number: 2008-91629

As

Recorded On: August 20, 2008

Memorandum

Parties: RUSTIC TIMBERS HOA

Billable Pages: 13

To

Number of Pages: 13

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Memorandum	59.00
Total Recording:	59.00

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2008-91629

Receipt Number: 514621

Recorded Date/Time: August 20, 2008 08:32:16A

User / Station: D Fahrney - Cash Station 3

Record and Return To:

HENRY ODDO AUSTIN & FLETCHER

1700 PACIFIC AVE STE 2700

JUDD A. AUSTIN JR.

DALLAS TX 75201



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C. Mitchell

County Clerk
Denton County, Texas

RUSTIC TIMBERS HOMEOWNERS ASSOCIATION, INC.

PAYMENT APPLICATION POLICY

Any payment received by the Rustic Timbers Homeowners Association from an Owner whose accounts reflects an unpaid balance shall be applied to the outstanding balance in the following order:

First – Violation Fines;

Second – Cost of Collection Including Attorney’s Fees;

Third – Late Charges

Fourth – Accrued but Unpaid Interest;

Fifth – Special Individual Assessments;

Sixth – Special Assessments; and

Seventh –Assessments.

**This policy shall supercede any written or verbal instruction or direction received from an Owner as to the application of payments made to the Rustic Timbers Homeowner’s Association.