

\*\*\*\* Electronically Filed Document \*\*\*\*

Denton County  
Cynthia Mitchell  
County Clerk

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Direct- RUSTIC TIMBERS HOA  
Indirect-

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\*\*\*\*\* THIS PAGE 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.



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

**AFTER RECORDING, PLEASE RETURN TO:**

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

**FIFTH SUPPLEMENTAL CERTIFICATE AND MEMORANDUM  
OF RECORDING OF DEDICATORY INSTRUMENTS FOR  
RUSTIC TIMBERS HOMEOWNERS ASSOCIATION**

STATE OF TEXAS           §  
  §  
COUNTY OF DENTON       §

The undersigned, as attorney for 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:

1.    ***Rustic Timbers Homeowners Association, Inc. - Payment Plan Policy (Exhibit A-1); and***
2.    ***Rustic Timbers Homeowners Association, Inc. - Late Fee Waiver Policy (Exhibit A-2).***

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**, Rustic Timbers Homeowners Association has caused this Fifth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with

the office of the Denton County Clerk and supplements that certain Certificate and Memorandum of Recording of Association Documents 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; that certain First Supplemental Certificate and Memorandum of Recording of Association Documents 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; that certain Second Supplemental Certificate and Memorandum of Recording of Association Documents filed on August 20, 2008, as Instrument No. 2008-91629 in the Official Public Records of Denton County, Texas; that certain Third Supplemental Certificate and Memorandum of Recording of Association Documents filed on December 8, 2011, as Instrument No. 2011-117346 in the Official Public Records of Denton County, Texas; and that certain Fourth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on December 13, 2012, as Instrument No. 2011-118874 in the Official Public Records of Denton County, Texas.

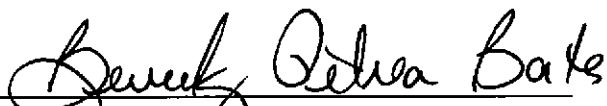
**RUSTIC TIMBERS  
HOMEOWNERS ASSOCIATION**

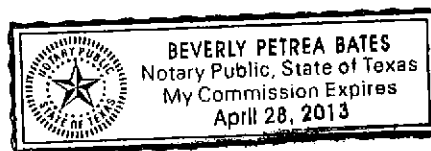
By:   
Its: Attorney

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for 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 20<sup>th</sup> day of February, 2012.

  
\_\_\_\_\_  
Notary Public, State of Texas



# Rustic Timbers Homeowners' Association, Inc.

## PAYMENT PLAN POLICY

January 1, 2012

**Purpose:** The purpose of this policy is to provide a uniform and consistent way to manage homeowner's requests for payment plans to address their delinquent assessments and fees due to the Association.

It is the intention of the Board of Directors to work with homeowners to satisfy their obligation to the Association.

Therefore, in an effort to assist those homeowners in the payment of their obligations to the Association, the Board of Directors has established the following policy.

### Payment Plans:

- 1) The Association will allow payment plans for repayment of delinquent amounts with a minimum of three (3) months' duration.
- 2) Terms for repayment of delinquent amounts shall not exceed eighteen (18) months.
- 3) Assessments that become due and are added to the homeowner's account during the term of the payment plan must be paid in a timely manner in addition to repayment of delinquent amounts and must be addressed in the payment plan.
- 4) The Association will charge a fee to negotiate, establish and initiate a payment plan for the owners' delinquent balance and charge a monthly fee to administer the plan for the duration of the payment plan.
- 5) The plan must include the total debt owed to the Association, including late fees, interest, fines and other collection costs.
- 6) There shall be no waiver of any charges on the homeowner's account unless the owner submits a request for consideration of a full or partial waiver in accordance with the Association's recorded Waiver Policy.
- 7) To be eligible for a payment plan, the homeowner must not have defaulted on a prior payment plan within the two (2) year period preceding the default.
- 8) Interest on the unpaid balance on the homeowner's account will be suspended during the payment plan.
- 9) The plan must contain a schedule setting forth the date that each payment will be made and the exact amount of each payment to be made.
- 10) Payment plans approved after the account has been turned over to the Association's attorney for collection must be paid in certified funds.

### Settlements:

The Board of Directors will consider offers to settle an account once the homeowner is at the foreclosure stage. Settlements must be paid in certified funds and are subject to the deadlines established by the Association's attorney.

# **Rustic Timbers Homeowners' Association, Inc.**

## **Default:**

**The Board of Directors shall herein establish criteria for determining what constitutes "default" on payment plans.**

**"Default" may include one or all of the following:**

- 1) Failure of an owner to make a payment by the proposed date in accordance with the approved payment plan.**
- 2) Failure of an owner to make the full amount of a payment as stated in the approved payment plan.**
- 3) Failure of an owner to make a timely payment of any additional assessments that come due during the term of the payment plan.**

**Should the homeowner default on a payment plan:**

- 1) The Board of Directors, at their sole discretion, reserves the right to add suspended interest from the date the plan was approved.**
- 2) The Board of Directors, at their sole discretion, can declare the outstanding balance due and payable immediately in certified funds.**
- 3) The Board of Directors reserves the right to precede with appropriate collection measures in accordance with the Association's Collection Policy in order to secure payment of amounts due to the Association.**

## **Priority of Payments:**

**Except as otherwise provided for and authorized by law, the Association will apply partial payments from owners in accordance with state statute, in other words, in the following order:**

- 1) Delinquent assessments**
- 2) Current assessments**
- 3) Attorney fees and collection costs associated solely with delinquent assessments, and any other charge that could provide the basis for foreclosure**
- 4) Other attorney fees not associated with the collection of assessments**
- 5) Fines**
- 6) Other amounts owed the Association which are unsecured**

# Rustic Timbers Homeowners' Association, Inc.

## Late Fee Waiver Policy

**PURPOSE:** To establish a uniform and consistent policy to manage homeowner requests for waivers of late fees, interest and other collection expenses resulting from Assessments being received after the due date. Assessments are delinquent if not received by the Association on or before the due date. It is the intention of the board of Directors to work with homeowners who have a legitimate reason for making a late payment, but not to the detriment of homeowners who make their payments on time.

The governing documents of the Association state that the Annual Assessment shall be paid, at the option of Declarant, (i) in full on the first day of the Fiscal Year, (ii) in four (4) equal installments on the first day of January, April, July and the first day of October during the Fiscal Year, and each applicable payment shall automatically become delinquent after the first of each due date. Currently, Assessments are being collected in accordance with option (ii). To avoid late fees, Assessments must be received by the due date.

However, the Board also recognizes there may be some extenuating circumstances that may prevent a homeowner from making their payment on time. Therefore the board will grant a waiver to any homeowner subject to the following limitations:

1. Requests for waivers shall not be granted for any out of pocket collection costs to the HOA, i.e. demand letters, attorney fees, other legal expenses, etc.
2. Requests for waivers shall not be granted to any homeowner who has previously received such a waiver of late fees within the past 24 months.
3. Requests for waivers shall not be granted to any homeowner who has defaulted on a previously approved payment plan.
4. All approved waivers will be subject to the homeowner's unpaid balance being received within 10 working days of the date of the approval. If a homeowner is unable to pay the unpaid balance within the time-period, the waiver will be denied but the homeowner will be allowed the opportunity to request a payment plan, under the Payment Plan Policy, if eligible under the terms of such Policy.
5. Late fees or other waived charges shall not be removed from the homeowners account until the homeowner's payment has been received and cleared.
6. Each waiver shall consist of no more than two (2) late fees.

## 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;

THENCE, S 01° 21' 00" W, along the Easterly line of said 52.850 acre tract and the Westerly lines of a tract of land owned by Barbara F. Sellmeyer by the deed recorded in Volume 2462, Page 498 (LRDCT) and that tract of land owned by H.L. Sellmeyer Estate according to the deed recorded in Volume 1722, Page 495 (LRDCT), and passing over 1/2" iron pins found at distances of 4.88 feet and 204.25 feet, and continuing to make a total distance of 1435.66 feet to the Northwest corner of a 12.830 acre tract of land conveyed to Lennar Homes of Texas, Inc., by the previously mentioned deed recorded in County Clerk Number 93-R0055031 (LRDCT), a 5/8" iron pin with cap stamped 4224 found at corner;

THENCE, Along the Northeasterly line of said 12.830 acre tract and the Southwesterly line of a tract of land owned by the D.F. Sellmeyer Estate & Trust, according to the partition deed recorded in Volume 1722, Page 495 (LRDCT), the following;

S 80° 03' 31" E, a distance of 115.59 to a 5/8" iron pin with cap stamped 4224 found at corner;

S 21° 37' 51" E, a distance of 53.69 feet to a 5/8" iron pin with cap stamped 4224 found at corner;

S 26° 14' 24" E, a distance of 166.74 feet to a 5/8" iron pin with cap stamped 4224 found at corner;

S 51° 28' 28" E, a distance of 163.15 feet to a 5/8" iron pin with cap stamped 4224 found at corner;

S 22° 55' 34" E, a distance of 232.88 feet to a 5/8" iron pin with cap stamped 4224 found at corner;

S 43° 46' 51" E, a distance of 204.70 feet to a 5/8" iron pin with cap stamped 4224 found at corner;

S 02° 27' 41" E, a distance of 161.82 feet to a 5/8" iron pin with cap stamped 4224 found at corner;

S 09° 39' 08" E, a distance of 124.30 feet to a 5/8" iron pin with cap stamped 4224 found at corner;

S 01° 48' 26" W, a distance of 255.22 feet to a 5/8" iron pin with cap stamped 4224 found at corner;

S 23° 01' 33" E, a distance of 33.50 feet to the Southeast corner of the subject tract and said 12.830 acre tract, said corner further being located at a point on the North line of Lot 16 of the previously mentioned Oak Heights Addition, a 5/8" iron pin found at corner, from which a 3/8" iron pin found bears S 87° 30' 26" E, a distance of 15.85 feet;

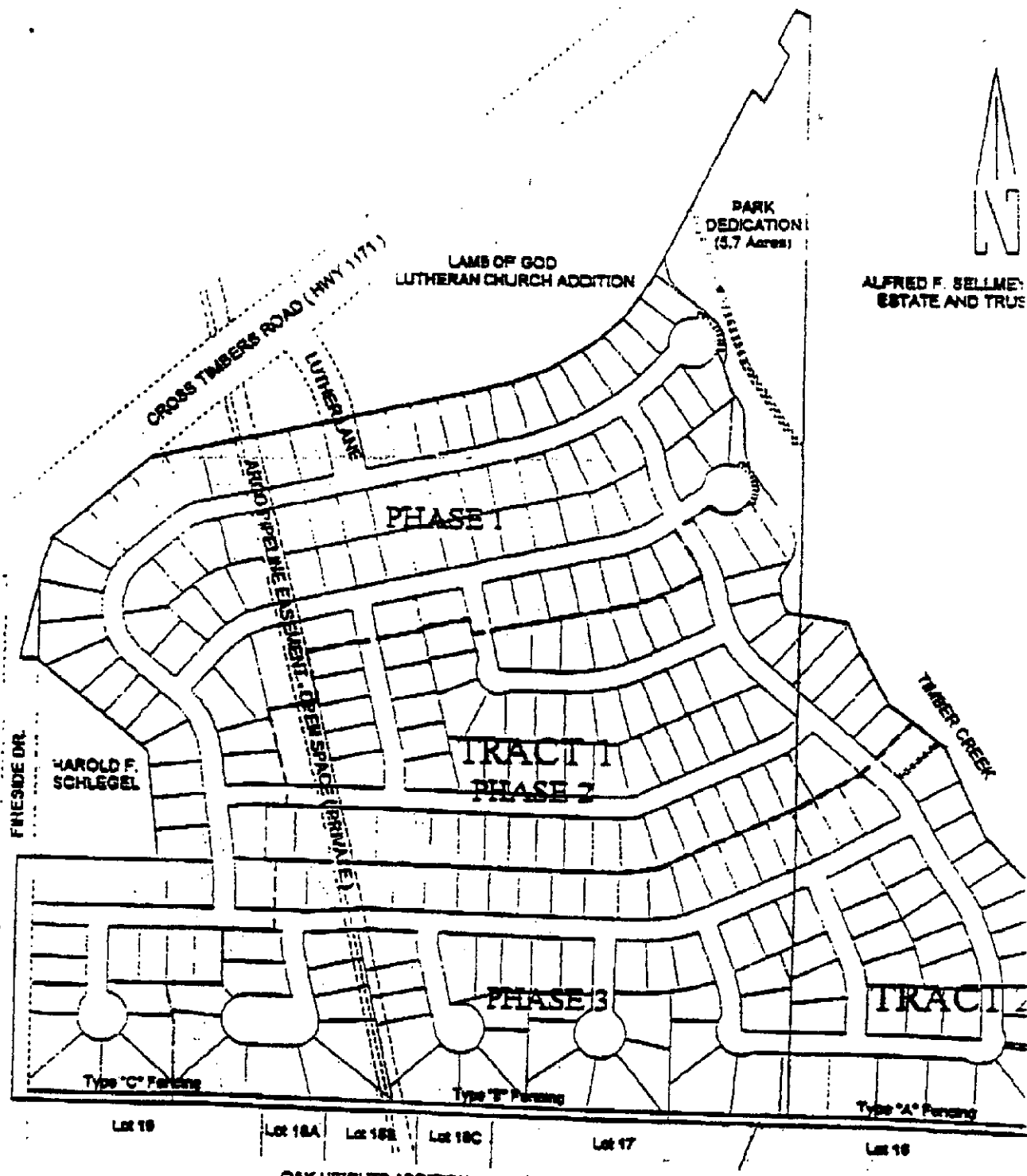
**THENCE**, N 87° 46' 41" W, along the South line of the previously mentioned 12.830 acre tract, a distance of 629.58 feet to a 5/8" iron pin found at corner;

**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.



ALFRED F. SELLMER  
ESTATE AND TRUST

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