

**AFTER RECORDING, PLEASE RETURN TO:**

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

**20120223000204630 02/23/2012 10:38:33 AM CT 1/8  
SEVENTH SUPPLEMENTAL  
CERTIFICATE AND MEMORANDUM OF RECORDING OF  
DEDICATORY INSTRUMENTS FOR MCCREARY ESTATES  
HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

The undersigned, as attorney for McCreary Estates Homeowners Association, Inc., 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:

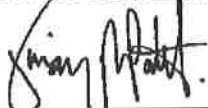
1. ***McCreary Estates Homeowners Association - Collection Policy (Exhibit A-1); and***
2. ***McCreary Estates HOA - Payment Plan Policy (Exhibit A-2);***

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

**IN WITNESS WHEREOF**, McCreary Estates Homeowners Association, Inc. has caused this Seventh Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed of record with the Collin County Clerk's office and supplements that certain Certificate

and Memorandum of Recording of Association Documents for McCreary Estates Homeowners Association, Inc., filed on March 16, 2005 and recorded in Volume 5877, Page 2374, *et seq.* of the Land Records of Collin County, Texas, that certain First Supplemental Certificate and Memorandum of Recording of Association Documents for McCreary Estates Homeowners Association, Inc., filed on July 29, 2005, and recorded in Volume 5970, Page 3960, *et seq.* of the Land Records of Collin County, Texas, that certain Second Supplemental Certificate and Memorandum of Recording of Association Documents for McCreary Estates Homeowners Association, Inc., filed on September 28, 2006, and recorded as Instrument No. 200609280011399730 in the Land Records of Collin County, Texas; that certain Third Supplemental Certificate and Memorandum of Recording of Association Documents for McCreary Estates Homeowners Association, Inc., filed on August 14, 2007, and recorded as Instrument No. 200708140011257500 in the Land Records of Collin County, Texas; that certain Fourth Supplemental Certificate and Memorandum of Recording of Association Documents for McCreary Estates Homeowners Association, Inc., filed on February 5, 2008, and recorded as Instrument No. 20080205000135990 in the Land Records of Collin County, Texas; that certain Fifth Supplemental Certificate and Memorandum of Recording of Association Documents for McCreary Estates Homeowners Association, Inc., filed on January 14, 2009, and recorded as Instrument No. 20090114000038500 in the Official Public Records of Collin County, Texas; and that certain Sixth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for McCreary Estates Homeowners Association, Inc., filed on February 20, 2012, and recorded as Instrument No. 20120220000189830 in the Official Public Records of Collin County, Texas.


**MCCREARY ESTATES  
HOMEOWNERS ASSOCIATION, INC.**

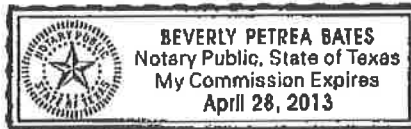
By:   
Its: Attorney

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for McCreary Estates Homeowners Association, Inc., 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 22<sup>nd</sup> day of February, 2012.

  
Notary Public, State of Texas



# MCCREARY ESTATES HOMEOWNERS ASSOCIATION COLLECTION POLICY

One of the many advantages of living in a community association is sharing with other members the cost of certain maintenance, repairs, and amenities that are often too expensive for a single-family homeowner. All McCreary Estates members are legally bound to share in those costs.

## WE'RE IN THIS TOGETHER

To properly maintain McCreary Estates common areas, it's imperative that each member contributes in paying their assessments and other allowable charges from the community members. It is the Board's duty to make certain every member contributes and pays. The Board of Directors has adopted the following policy to fulfill its duty in a fair, systematic, and impartial manner.

## KEEPING UP OUR END OF THE BARGAIN

To sufficiently maintain the community, our governing documents, combined with federal law, give the Board of Directors for McCreary Estates the authority to impose and collect assessments and other allowable charges from the community members. It is the Board's duty to make certain every member contributes and pays. The Board of Directors has adopted the following policy to fulfill its duty in a fair, systematic, and impartial manner.

### 1. Association Assessments

Association assessments refer to any amount a member must pay to McCreary Estates. Among these charges it includes are regular assessments, special assessments, violation fines, late fees, legal fees, and any other fees, interest, or charges imposed under this policy and allowable by the governing documents.

### 2. Where to Send Payment

All payments are to be delivered to the Association's management office:

McCreary Estates Homeowners Association  
C/O SBB Management Company  
8360 LBJ Freeway, Suite 300  
Dallas, TX 75243

### 3. When Association Assessments Are Due

Association assessments are due in semiannual installments on January 1<sup>st</sup> and July 1<sup>st</sup>. Unless otherwise stated, other assessments are due within 30 days of notice of members' obligation to pay. If a member does not pay in full any association assessment by its due date that payment is delinquent. Nonreceipt of any association assessment bill should in no way relieve the member of the obligation to pay the amount due by the due date.

### 4. Association Assessments

Once the association assessment is delinquent, McCreary Estates may take any or all the following actions:

#### a. Collection fees; late charges, and interest

If McCreary Estates does not receive payment for any association assessments in full on or before the 30<sup>th</sup> day after it becomes due, the delinquent member shall pay McCreary Estates for its time, inconvenience and overhead in collecting the late payment, as follows:

- i. a \$15.00 collection fee;
- ii. a \$25.00 late charge; and
- iii. Accrued interest at the highest rate permitted by law from the due date until the date of the payment.

These charges will be treated as assessments in accord with the governing documents.

**b. Returned check fees and bank charges** In addition to any collection fees that may be applicable, for each check that is returned by a bank for any reason, the member who wrote the check shall pay any related bank charges and any fees for liquidated damages that McCreary Estates incurs because of the returned check. These charges will be treated as assessments.

# MCCREARY ESTATES HOMEOWNERS ASSOCIATION COLLECTION POLICY

**d. Initial collection letter** Upon the 30<sup>th</sup> day of delinquency, an initial collection will be sent via certified mail and first class mail to the delinquent member outlining.

(a) each delinquent amount and the total amount of the payment required to make the account current, (b) the options the owner has to avoid having the account turned over to a collection agent, including availability of a payment plan through the association; and (c) provide a period of at least 30 days for the owner to cure the delinquency before further collection action is taken.

**e. Account referred to an attorney** McCreary Estates may, in its sole discretion, refer a delinquent account to an attorney for further action after the 90<sup>th</sup> day of delinquency. The attorney may do any or all of the following:

- i. Send a demand letter to the delinquent member outlining the balance owed with the intention of proceeding to the next collection action if payment is not received within 30 days.
- ii. File a lien against the property in accordance with the state and federal law and McCreary Estates governing documents.
- iii. Proceed with non-judicial foreclosure proceedings in accordance with state and federal law and McCreary Estates governing documents.
- iv. Foreclose on the property.
- v. Take any and all other appropriate legal action.

**f. Attorney's fees and cost of collection** The delinquent member shall be responsible for all of McCreary Estate's attorney's fees and costs of collection, including court costs. These charges will be treated as assessments.

## 5. Payment Plans/Default

Any payment received by McCreary Estates from an owner whose account reflects an unpaid balance and the owner is in default under payment plan entered into with

McCreary Estates; the payment shall be applied to the outstanding balance in the following order:

- Attorney's fees and costs incurred in the collection;
- Interest accrued if any;
- Collection fees and late charges;
- Special assessments; and
- Regular assessments, with payment being applied to the oldest balance first.
- Fines and any amounts owed to the Association.

## 6. Notices, Payments and Consequences of Nonpayment

Unless otherwise required by law, all notices will be sent by first-class mail, postage prepaid, to the delinquent members' address as shown in McCreary Estates books and records on the date the notice goes out. All amounts due must be paid in full before the notice period expires. If the notice period expires without full payment, the consequences set forth in the notice and/or in this policy shall apply.

## 7. Payment Plans

If a member is unable to pay the amount in full by the due date, a written payment plan can be agreed upon between the association and member. If the member does not abide by the agreed payment plan, the payment plan becomes null and void and the entire delinquency balance is due in full. The association will also proceed with collection action. An additional ten dollar (\$10) charge to the association will apply, as well as administrative set up fees to either attorney or Management Company.

## 8. Collection Policy Time Line

The attached time line is made part of this policy.

This policy is hereby adopted by resolution of the Board of Directors on January 11, 2012

By:   
President

**McCreary Estates HOA**  
**Payment Plan Policy**

**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 six (6) 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 or 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 charged 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.
- 11) Payment plans approved after notice has been given to a homeowner that the property is in foreclosure must include a minimum amount established by the Board of Directors in the individual payment plan request and the initial payment must be received on or before the deadline established by the Association's attorney.

**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.

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 proceed 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

However, should an owner default on a payment plan, the Association will then apply partial payments from that owner from the date of default in the order determined by the Application of Payments policy previously filed by the Association on or about February 23, 2012.

## EXHIBIT B

Those lots, blocks, tracts and parcels of real property located in the City of Wylie, Collin County, Texas more particularly described as follows:

- (i) All property subject to the Declaration of Covenants, Conditions and Restrictions for McCreary Estates, recorded on May 15, 2001 in Volume 4918, Page 0226, *et seq.* of the Land Records of Collin County, Texas, and the Declaration of Annexation and First Amendment to the Declaration of Covenants, Conditions and Restrictions for McCreary Estates, recorded on April 17, 2002 as Instrument No. 2002-0055491 in the Land Records of Collin County, Texas;
- (ii) **MCCREARY ESTATES No. 1**, an Addition to the City of Wylie, Texas, according to the Plat thereof recorded in Volume N, Page 20 of the Map Records of Collin County, Texas;
- (iii) **MCCREARY ESTATES No. 2**, an Addition to the City of Wylie, Texas, according to the Plat thereof recorded in Volume N, Page 770 of the Map Records of Collin County, Texas.



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
02/23/2012 10:38:33 AM  
\$44.00 DFOSTER  
20120223000204630

*Stacey Kemp*