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Mary Louise Garcia
Submitter: SIMPLIFILE

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

**FIRST SUPPLEMENTAL
CERTIFICATE AND MEMORANDUM OF RECORDING
OF DEDICATORY INSTRUMENTS FOR
VIRIDIAN RESIDENTIAL ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

The undersigned, as attorney for the Viridian Residential 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 instrument affecting the owners of property described on Exhibit B attached hereto, hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

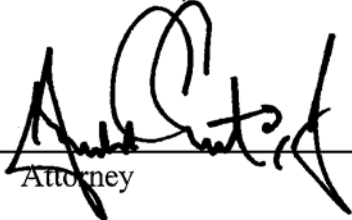
- ***Resolution of the Board of Directors of the Viridan Residential Association, Inc. Regarding the Collection and Payment of Assessments and Other Charges and Fees ("Exhibit A").***

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.

IN WITNESS WHEREOF, the Viridian Residential Association, Inc. has caused this First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with the office of the Tarrant County Clerk, and serves to supplement that certain Certificate and

Memorandum of Recording of Dedicatory Instruments for Viridian Residential Association, Inc., filed on December 28, 2012, and recorded as Instrument No. D212318007 in the Official Public Records of Tarrant County, Texas. The dedicatory instrument attached hereto shall serve to replace any dedicatory instrument previously filed concerning the same or similar subject matter.

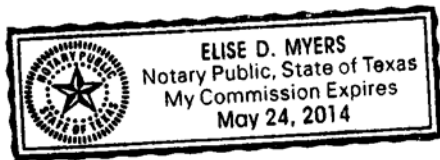
**VIRIDIAN RESIDENTIAL
ASSOCIATION, INC.**

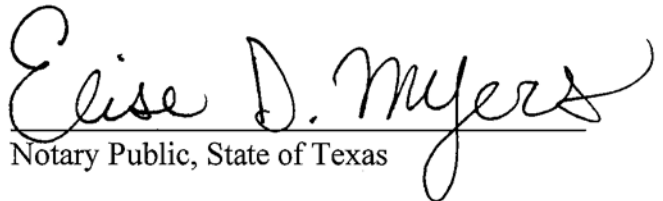
By: 
Its: Attorney

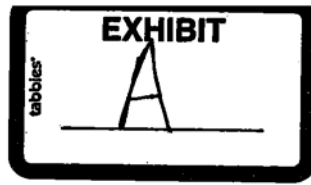
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for the Viridian Residential 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 25th day of April, 2014.




Notary Public, State of Texas



**RESOLUTION OF THE
OF THE BOARD OF DIRECTORS OF
VIRIDIAN RESIDENTIAL ASSOCIATION, INC.
REGARDING THE
COLLECTION AND PAYMENT OF ASSESSMENTS
AND OTHER CHARGES AND FEES**

WHEREAS the Board of Directors ("*Board*") of Viridian Residential Association, Inc., (the "*Association*") is empowered to govern the affairs of the Association; and,

WHEREAS, there is a need to adopt a specific policy on collections and payment of assessments and other charges and fees; and

WHEREAS, it is the intent that this policy shall rescind all prior policies relative to the collection of assessments, shall be applicable to all owners, and shall remain in effect until otherwise rescinded, modified, or amended by the Board.

NOW, THEREFORE BE IT RESOLVED THAT the following policy on collection and payment of assessments and other charges and fees is hereby adopted by the Board:

Due Date for Annual Assessment – Annual assessment is due January 1 (the "*Due Date*").

Delinquency Date for Annual Assessment – Annual assessment is delinquent if not received by January 31 (the "*Delinquency Date*").

Late Charges, Handling Fees, Interest and Returned Check Fees – All assessments not paid by the Delinquency Date shall result in the imposition of an interest charge (10% per annum). In addition, a collection administration fee in the amount of \$20.00 will be charged each month that an account reflects an unpaid balance. For each check that is returned by a bank for any reason, the owner's account will be charged any related bank charge and/or handling fee incurred by the Association.

MAILINGS AND ACTION STEPS

Reminder Statement of Account - A reminder Statement of Account will be mailed after any assessment becomes delinquent.

Association Demand Letter - An Association Demand Letter will be mailed no earlier than 30 days after any assessment becomes delinquent. The Association Demand Letter shall: (i) be sent via certified mail, return receipt requested, and First Class US Mail, (ii) specify each delinquent amount and the total amount of the payment required to make the account current, (iii)

provide a period of at least 30 days to bring the account current; and (iv) provide information relative to the availability of a payment plan.

Attorney Demand Letter - An Attorney Demand Letter will be mailed no earlier than 30 days after Association Demand Letter is sent.

Notice of Assessment Lien - A Second Attorney Demand Letter will be mailed and a Notice of Assessment Lien will be filed of record no earlier than 30 days after the Attorney Demand Letter is sent.

Foreclosure Proceedings - Foreclosure proceedings will be initiated as approved by the Board.

SUSPENSION OF PRIVILEGES

Any delinquent account is subject to the suspension of privileges and access to amenities upon compliance with the notice and hearing provisions contained in Chapter 209 of the Texas Property Code.

PAYMENT PLANS

It is the intention of the Board to work with homeowners who have a legitimate reason and/or hardship to satisfy their obligation to the Association without penalizing those who make their payments on time. Therefore, in an effort to assist these homeowners in the payment of their obligation to the Association the Board has established the following policy available to all homeowners upon their written request and subject to the following conditions:

1. Terms for repayment of delinquent amount are as follows: (i) 3 months for an account with a balance of \$500.00 or less; (ii) 4 months for an account with a balance that is more than \$500.00 and less than \$1,000.00; (iii) 5 months for an account with a balance that is more than \$1,000.00 and less than \$1,500.00; and (iv) 6 months for an account with a balance that exceeds \$1,500.00.
2. Assessments that become due and are added to the homeowner's account during the term of the payment plan must also be included in and be paid as part of the payment plan.
3. The payment plan must include the total debt to the Association including late fees, interest, fines and other collection costs.
4. There shall be no waiver of any charges on the homeowners account.
5. 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 request for a payment plan.

6. Additional costs associated with administering the payment plan and interest on the unpaid balance on the homeowner's account will be added to the homeowners account during the term of the payment plan. Late charges shall accrue but shall be suspended and not added to the homeowners account.
7. The plan must contain a schedule setting forth the date each payment will be made and the amount of each payment, and all payments must be received on or before the scheduled due date.
8. Payment plans approved after foreclosure proceedings have been commenced must include an initial payment of 25% of the amount due payable in certified funds.

Should the homeowner default on an approved payment plan:

1. The Association's collection policy shall be reinstated at the point of interruption when the payment plan was initiated.
2. All suspended and accrued late fees shall be reinstated to the homeowner's account.
3. The homeowner's unpaid balance shall become immediately due and payable.

Any payments received after the breach of an approved payment plan can be applied in any priority as determined by the Board.

FEE WAIVER REQUESTS

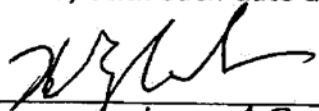
It is the intention of the Board to work with homeowners who have a legitimate reason for making a late payment, but not to the detriment of homeowners who make their payments on time. The Board recognizes that extenuating circumstances may prevent a homeowner from paying assessments before they become delinquent. 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 assessment, out of pocket collection costs to the Association, i.e. demand letters, attorney fees, other collection expense, etc.
2. Requests for waivers shall not be granted to any homeowner who has previously received such a waiver 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 five (5) business days of the date the waiver approval was communicated to the homeowner. If a homeowner is unable to pay the unpaid balance within this time-period, the waiver

will be denied but the homeowner will be allowed the opportunity to request a payment plan, if eligible under the terms of this 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.

This is to certify that the foregoing Resolution was adopted by the Board of Directors of Viridian Residential Association, Inc., effective as of October 24, 2013, until such date as it may be modified, rescinded or revoked.


Name Howard F. Porteus

Name

President
Title

Title

EXHIBIT B

Those tracts and parcels of real property located in the City of Arlington, Tarrant County, Texas and more particularly described as follows:

- (a) All lots and tracts of land situated in **VIRIDIAN PHASE 1A, an Addition to the City of Arlington, Tarrant County, Texas, according to the Plat thereof recorded as Instrument No. D211082802 in the Plat Records of Tarrant County, Texas, as modified by Amended Plat recorded as Instrument No. D212094419;**
- (b) All lots and tracts of land situated in **VIRIDIAN VILLAGE 1B, an Addition to the City of Arlington, Tarrant County, Texas, according to the Plat thereof recorded as Instrument No. D212293489 in the Plat Records of Tarrant County, Texas;**
- (c) All lots and tracts of land situated in **VIRIDIAN VILLAGE 1C-1, an Addition to the City of Arlington, Tarrant County, Texas, according to the Plat thereof recorded as Instrument No. D212313248 in the Plat Records of Tarrant County, Texas;**
- (d) All lots and tracts of land situated in **VIRIDIAN VILLAGE 1C-2, an Addition to the City of Arlington, Tarrant County, Texas, according to the Plat thereof recorded as Instrument No. D213248742 in the Plat Records of Tarrant County, Texas;**
- (e) All lots and tracts of land situated in **VIRIDIAN VILLAGE 1A-1, an Addition to the City of Arlington, Tarrant County, Texas, according to the Plat thereof recorded as Instrument No. D213256211 in the Plat Records of Tarrant County, Texas;**
- (f) When annexed and made subject to the Community Charter for Viridian Residential Properties, all those tracts or parcels of real property described on Exhibit "B" to the Community Charter for Viridian Residential Properties, recorded as Instrument No. D212104762 in the Official Public Records of Tarrant County, Texas.