

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

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Parties:
Direct- CASTLEWOOD HOA
Indirect-

Receipt Number: 1018466
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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

**SIXTH SUPPLEMENTAL CERTIFICATE AND MEMORANDUM OF
RECORDING OF DEDICATORY INSTRUMENTS FOR
CASTLEWOOD HOMEOWNERS' ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

The undersigned, as attorney for Castlewood 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 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 of the Castlewood Homeowners' Association, Inc. Board of Directors Regarding the Collection and Payment of Assessments and Other Charges and Fees*** (Exhibit "A").

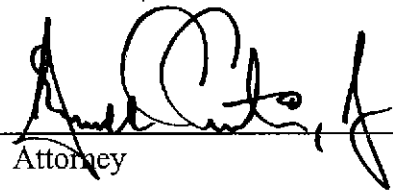
All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing dedicatory instruments until amended or revoked.

IN WITNESS WHEREOF, Castlewood Homeowners' Association, Inc. has caused this Sixth Supplemental Certificate and Memorandum of Recording of Association Documents to be filed of record with the Denton County Clerk's office and serves to supplement: (i) that certain Certificate

and Memorandum of Recording of Association Documents for Castlewood Homeowners' Association, Inc., filed on September 29, 2004 and recorded as Instrument No. 2004-127719 in the Official Public Records of Denton County, Texas, (ii) that certain First Supplemental Certificate and Memorandum of Recording of Association Documents for Castlewood Homeowners' Association, Inc., filed on March 8, 2005, and recorded as Instrument No. 2005-26794 in the Official Public Records of Denton County, Texas, (iii) that certain Second Supplemental Certificate and Memorandum of Recording of Association Documents for Castlewood Homeowners' Association, Inc., filed on June 15, 2005, and recorded as Instrument No. 2005-71599 in the Official Public Records of Denton County, Texas; (iv) that certain Third Supplemental Certificate and Memorandum of Recording of Association Documents for Castlewood Homeowners' Association, Inc., filed on March 31, 2008, and recorded as Instrument No. 2008-32973 in the Official Public Records of Denton County, Texas; (v) that certain Fourth Supplemental Certificate and Memorandum of Recording of Association Documents for Castlewood Homeowners' Association, Inc., filed on December 13, 2011, and recorded as Instrument No. 2011-118417 in the Official Public Records of Denton County, Texas; and (vi) that certain Fifth Supplemental Certificate and Memorandum of Recording of Association Documents for Castlewood Homeowners' Association, Inc., filed on December 19, 2011, and recorded as Instrument No. 2011-120736 in the Official Public Records of Denton County, Texas.

Exhibit A attached hereto replaces and supercedes that certain dedicatory instrument attached as Exhibit A-1 to Instrument No. 2011-118417.

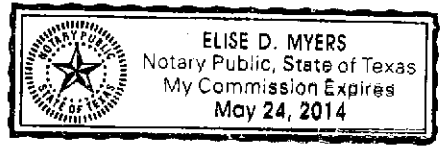
**CASTLEWOOD HOMEOWNERS'
ASSOCIATION, INC.**

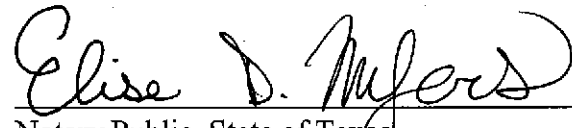
By: 
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for Castlewood 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 25th day of March, 2013.




Notary Public, State of Texas

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

WHEREAS the Board of Directors ("*Board*") of Castlewood Homeowners 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

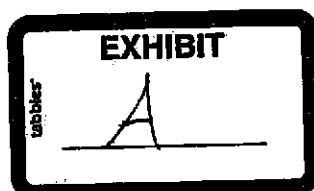
WHEREAS, it is the intent that this policy shall rescind all prior policies relative to the collection of assessments, shall be applicable to all owners, and shall remain in effect until otherwise rescinded, modified, or amended by the Board.

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 Assessment - Assessment are due in full on the 1st day of January (the "*Due Date*").

Delinquency Date for Regular Base Assessment - Any assessment not paid by the 31st day of January shall be delinquent (the "*Delinquency Date*").

Late Charges, Handling Fees, Interest and Returned Check Fees - Any charge (as defined in the Declaration) not paid by the Delinquency Date shall result in the imposition of a late charge. A late charge will be imposed on the last day of each month in which an account reflects an unpaid assessment balance. The late charge shall be in the amount of \$15.00 per month. In addition, a collection or handling 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 APPLICATION POLICY

Except as otherwise provided for and authorized by law, any payment received by the Association from an owner, whose account reflects an unpaid balance, shall be applied to the outstanding balance in the following order:

1. Any delinquent assessment
2. Any current assessment
3. Costs of collection, including attorney's fees and any other charge that could serve as the basis for foreclosure
4. Any attorney's fees which were not incurred to collect assessments
5. Violation fines
6. Any other amount owed the Association

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 shall not exceed six (6) months.
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 Castlewood Homeowners Association, Inc., effective as of February 1, 2013, until such date as it may be modified, rescinded or revoked.


_____, President



_____, Secretary/Treasurer

EXHIBIT B

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

- (i) All property subject to the Declaration of Covenants, Conditions and Restrictions for Castlewood, recorded on July 2, 1997 as Instrument No. 97-R0044273 in the Real Property Records of Denton County, Texas, including that property annexed by supplemental declarations filed as: (i) Instrument No. 97-R0044274; (ii) Instrument No. 97-R0066634; (iii) Instrument No. 98-R0118851; (iv) Instrument No. 99-R0033177; (v) Instrument No. 99-R0124933; (vi) Instrument No. 99-R0124935; (vii) Instrument No. 00-R0097901; (viii) Instrument No. 2001-R0000459; (ix) Instrument No. 2001-R0022599; and (x) Instrument No. 2001-R0022600;
- (ii) **Castlewood Section One**, an Addition to the City of Highland Village, Texas, according to the Plat thereof recorded as Document No. 97-R0018751 in Cabinet N, Page 113 of the Map Records of Denton County, Texas;
- (iii) **Castlewood Section Two - I**, an Addition to the City of Highland Village, Texas, according to the Plat thereof recorded as Document No. 98-R0018832 in Cabinet O, Page 247 of the Map Records of Denton County, Texas;
- (iv) **Castlewood Section Three - I - A**, an Addition to the City of Highland Village, Texas, according to the Plat thereof recorded as Document No. 99-R0021471 in Cabinet Q, Page 42 of the Map Records of Denton County, Texas;
- (v) **Castlewood Section Three - II - A**, an Addition to the City of Highland Village, Texas, according to the Plat thereof recorded as Document No. 99-R0050420 in Cabinet Q, Page 144 of the Map Records of Denton County, Texas;
- (vi) **Castlewood Section Three - I - B**, an Addition to the City of Highland Village, Texas, according to the Plat thereof recorded as Document No. 99-R0050421 in Cabinet Q, Page 146 of the Map Records of Denton County, Texas;
- (vii) **Castlewood Section Three - II - B**, an Addition to the City of Highland Village, Texas, according to the Plat thereof recorded as Document No. 2000-R0121466 in Cabinet S, Page 396 of the Map Records of Denton County, Texas;

- (viii) **Castlewood Section Three - I - C** , an Addition to the City of Highland Village, Texas, according to the Plat thereof recorded as Document No. 2000-R0121465 in Cabinet S, Page 394 of the Map Records of Denton County, Texas;
- (ix) **Castlewood Section Three - I - D** , an Addition to the City of Highland Village, Texas, according to the Plat thereof recorded as Document No. 2000-R0121450 in Cabinet S, Page 392 of the Map Records of Denton County, Texas;
- (x) **Castlewood Section IV (I)** , an Addition to the City of Highland Village, Texas, according to the Plat thereof recorded as Document No. 00-R0069964 in Cabinet S, Page 116 of the Map Records of Denton County, Texas; and
- (xi) **Castlewood Section IV (II)**, an Addition to the City of Highland Village, Texas, according to the Plat thereof recorded as Document No. 2003-R0069964 in Cabinet V, Page 18 of the Map Records of Denton County, Texas.