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WILLOW POINTE HOMEOWNERS ASSOCIATION, INC.  
COLLECTION POLICY

GENERAL

Willow Pointe Homeowners Association, Inc. is a Texas Non-Profit Corporation governed by a Declaration of Covenants, Conditions, and Restrictions, and Protective Covenants filed of record in the Real Property Records of Harris County, Texas. This Collection Policy is made and adopted pursuant to the authority granted by the Declaration of Covenants, Conditions, and Restrictions, Protective Covenants, the By-Laws, Articles of Incorporation, and pursuant to the authority granted to the Board of Directors in Sections 201 through 204 of the Texas Property Code.

This Collection Policy is effective December 1, 2009, and is applicable to all Owners, tenants, families, and guests. All Owners are responsible for the instruction and supervision of their families, tenants, and/or guests as to the provisions of all the Rules, Regulations and Policies, Bylaws, Declaration of Covenants, Conditions, and Restrictions, and Protective Covenants. Owners must provide a copy of these documents to their tenant(s)

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I. COLLECTION POLICY

1. All annual assessments are due on January 1, and are deemed delinquent if not received thirty (30) days after the due date, at which time management collection costs and interest will be posted against delinquent accounts.
2. Approximately Forty-five (45) days after the due date, all delinquent Owners will receive a late letter from the Association requesting payment. An interest charge of ten percent (10%) will be posted to the Owner's delinquent account, together with a \$35.00 administrative charge for the late letter, and a administrative fee of \$30.00 per month, for each month the account remains unpaid to compensate for the additional management costs charged the Association., This letter will be sent by regular first class mail.
3. If no payment is made sixty (60) days after the due date, a certified letter may be sent to the Owner requesting payment informing them that if the account is not brought current by a date certain, at least thirty (30) days after the date of the letter, the account will be turned over to counsel for collection. This letter will be sent by certified mail, return receipt requested, and the delinquent account will continue to incur Management administrative costs, and interest charged, together with a \$45.00 fee for administrative charges for the cost of the certified letter.
4. Any assessment remaining unpaid after the twentieth (20th) day is subject to being turned over to the Association's attorney for collection without further warning or approval.

Willow Pointe Homeowners Association, Inc.  
Collection Policy

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5. All attorney's fees, court costs, and other related charges of collection incurred through either the management company or the Association's attorney shall be charged back to the Owner, whose failure to timely pay the assessment or related charges caused the expenditure of funds. All such charges shall be added to the amount of the assessments and collected as if they were assessments.
6. Once turned over, the attorney for the Association is authorized to send a demand letter demanding payment for the account plus additional charges, interest and attorneys' fees.
7. If the delinquent balance is not cured within the thirty (30) day period either by payment in full or entry of an approved payment plan, the Association, through counsel, may file an Assessment lien on the property.
8. If the Owner does not pay in full after the attorney's first demand letter, the attorney is authorized to file an Assessment Lien, and send a second letter including a copy of the Assessment Lien, if applicable, demanding payment within ten (10) days under the threat that the property will be posted for foreclosure or that suit will be filed without further warning or approval.
9. If the assessments are not paid in full pursuant to the above demands, the attorney is authorized to post the property for foreclosure at the next available foreclosure posting date in ordinance with Article 51.002 of the Texas Property Code or its successor, and the Condominium Declaration governing Willow Pointe Homeowners Association, Inc., along with its By-Laws, corporate charters, and resolutions of the Board of Administrators.
10. The Board President, Treasurer, and the property manager are authorized to appoint the Association's attorney(s) as Trustee/Substitute Trustee to notice and hold the sale.
11. If arrangements have not been made by the Owner to pay the account by the foreclosure day noticed in the posting notice, the property may be foreclosed and sold at foreclosure sale. The Association may bid in at such sale by and through its attorney.
12. After foreclosure, the lender, holding the first lien on the property, and the owner will be notified of the Association's action, at the last known address on file with the Association or any other address located by the association's counsel.
13. If after foreclosure, an Owner or the Owner's tenant continues to occupy the unit, a forcible detainer case may be filed seeking possession upon Board Authorization.
14. The Association's attorney may be authorized to file a deficiency suit against the Owners

Willow Pointe Homeowners Association, Inc.  
Collection Policy

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whose units have been foreclosed, but who still owe a balance of assessments to the Association.

15. At all times during the collection process, the Association's attorney is authorized to enter into reasonable payment arrangements with Owners in an attempt to collect the obligation owed to the Association. In the absence of a signed payment plan, or full payment of the assessment account, the Association attorney is authorized to complete the entire collection process without necessity of further instruction or authorization.
16. At all stages of collection, payments made by Owners shall be applied to the collection costs, interest, and Attorneys' fees first, then to unpaid Assessments.

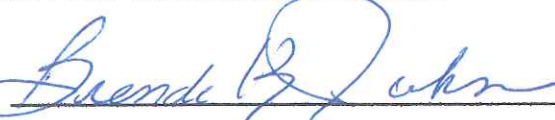
Adopted by unanimous vote of the Board of Directors of Willow Pointe Homeowners Association, Inc., at a meeting held on November 3, 2009.

Signed this the 3<sup>rd</sup> day of November, 2009.

Willow Pointe Homeowners Association, Inc. lor

BY: 

Printed Name: Scott Ward Board Member

BY: 

Printed Name: Brenda Jackson Board Member

BY: 

Printed Name: Hollis Miles Board Member



Willow Pointe Homeowners Association, Inc.  
Collection Policy

BY: GA Decker

Printed Name: Greg A. Decker Board Member

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Board Member

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 3rd day of November, 2009, by Scott Ward, as a Member of the Board of Directors of Willow Pointe Homeowners Association, Inc., on behalf of said Association.



Janet Bonura  
Notary Public in and for the State of Texas

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 3rd day of November, 2009, by Brenda Jackson, as a Member of the Board of Directors of Willow Pointe Homeowners Association, Inc., on behalf of said Association.



Janet Bonura  
Notary Public in and for the State of Texas

Willow Pointe Homeowners Association, Inc.  
Collection Policy

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 3<sup>rd</sup> day of November, 2006, by Hollis Miles, as a Member of the Board of Directors of Willow Pointe Homeowners Association, Inc., on behalf of said Association.



Janet Bonura  
Notary Public in and for the State of Texas

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 3<sup>rd</sup> day of November, 2009, by Greg Decker, as a Member of the Board of Directors of Willow Pointe Homeowners Association, Inc., on behalf of said Association.



Janet Bonura  
Notary Public in and for the State of Texas

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_, as a Member of the Board of Directors of Willow Pointe Homeowners Association, Inc., on behalf of said Association.

FILED FOR RECORD  
8:00 AM

NOV 16 2009

Notary Public in and for the State of Texas

David B. Johnson  
County Clerk, Harris County, Texas

AFTER RECORDING, RETURN TO:

LAMBRIGHT & ASSOCIATES  
5851 San Felipe, Suite 860  
Houston, Texas 77057

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 HARRIS

I hereby certify that this instrument was FILED in the number Sequence on the date and at the stamp herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County Texas on

NOV 16 2009



*Beverly B. Kaufman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS