



BOARD RESOLUTION OF  
WESTPOINT ESTATES HOMEOWNERS ASSOCIATION, INC.

Regarding Ratification of  
Collection Policy, Supplemental Deed Restriction Policy and  
Record Retention Policy, for the Purpose of Filing  
in the County Real Property Records

DATED: 11, 19, 2013.

STATE OF TEXAS §  
COUNTY OF Ft. Bend §

+ I, Sam Thirth Secretary of Westpoint Estates Homeowners Association, Inc. (the "Association"), do hereby certify that at a regular meeting of the Board of Directors of the Association, which was held on the 19 day of November, 2013, with a quorum present and remaining throughout, and being duly authorized to transact business, the following resolution for the ratification of the Collection Policy, the Amended Deed Restriction Policy and the Record Retention Policy for the purposes of filing in this County's Real Property Records, was duly made and approved.

WHEREAS, the Association is a Texas non-profit corporation governed by the Texas Property Code;

WHEREAS, the Collection Policy, attached hereto as Exhibit "A", is hereby ratified for the purpose of filing in this County's Real Property Records;

WHEREAS, the Supplemental Deed Restriction Policy, attached hereto as Exhibit "B", is hereby ratified for the purpose of filing in this County's Real Property Records;

WHEREAS, the Record Retention Policy, attached hereto as Exhibit "C", is hereby ratified for the purpose of filing in this County's Real Property Records;

IT IS, HEREBY, RESOLVED that the Board of Directors of the Association unanimously adopts this formal resolution for the purpose of filing the aforementioned documents in this County's Real Property Records.

*J. KT*

Dated: 11-19-2013

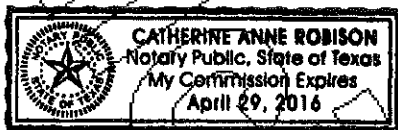
Kim Truitt  
Secretary Kim Truitt

STATE OF TEXAS §

## ACKNOWLEDGMENT

COUNTY OF FT. BEND §

This instrument was acknowledged before me on the 19th day of NOVEMBER, 2013, by KIM TRUITT, as secretary of Westpoint Estates Homeowners Association, Inc., on behalf of said corporation.



Catherine Anne Robison  
Notary Public in and for the State of Texas

Dated: 11-19-2013

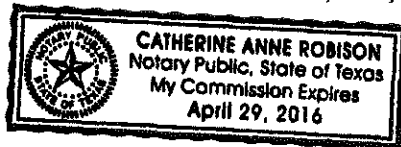
Jim Truitt  
Board Member Jim Truitt

STATE OF TEXAS §

## ACKNOWLEDGMENT

COUNTY OF FT. BEND §

This instrument was acknowledged before me on the 19th day of NOVEMBER, 2013, by JIM TRUITT, as member of Westpoint Estates Homeowners Association, Inc., on behalf of said corporation.



Catherine Anne Robison  
Notary Public in and for the State of Texas

Dated: 11-19-2013

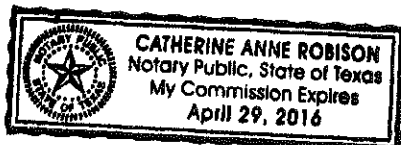
Donald A. Parker  
Board Member Donald A. Parker

STATE OF TEXAS §

## ACKNOWLEDGMENT

COUNTY OF FT. BEND §

This instrument was acknowledged before me on the 19th day of NOVEMBER, 2013, by DONALD A. PARKER, as member of Westpoint Estates Homeowners Association, Inc., on behalf of said corporation.



Catherine A. Robison  
Notary Public in and for the State of Texas

27 KT DAP

**BOARD POLICY RESOLUTION OF**  
**WESTPOINT ESTATES HOMEOWNERS ASSOCIATION, INC.**

**DATED: 11-19, 2013**

WHEREAS, Westpoint Estates Homeowners Association, Inc., is a Texas Non-Profit Corporation governed by the Texas Property Code, and more specifically Chapter 202-211; and

WHEREAS, Westpoint Estates Homeowners Association, Inc., is given authority to appoint committees as deemed appropriate in carrying out the purposes of the Board of Directors, as authorized under Article IX of the By-Laws for Westpoint Estates Homeowners Association, Inc.;

WHEREAS, Westpoint Estates Homeowners Association, Inc., is given authority to promulgate a Policy to regulate the installation, use and display of Solar Energy Devices as defined by Tex. Tax Code § 171.107 and authorized under Texas Property Code § 202, *et seq.* as well as by Article VII, Section 1 of the By-Laws for Westpoint Estates Homeowners Association, Inc.;

WHEREAS, Westpoint Estates Homeowners Association, Inc., is given authority to promulgate a Policy to regulate the installation, use and display of certain roofing materials, as authorized under Texas Property Code § 202, *et seq.* as well as by Article VII, Section 1 of the By-Laws for Westpoint Estates Homeowners Association, Inc.;

WHEREAS, Westpoint Estates Homeowners Association, Inc., is given authority to promulgate a Policy to regulate the installation, use and display of certain Rainwater Harvesting System(s) as defined herein, and as authorized under Texas Property Code § 202, *et seq.* as well as by Article VII, Section 1 of the By-Laws for Westpoint Estates Homeowners Association, Inc.;

WHEREAS, Westpoint Estates Homeowners Association, Inc., is given authority to promulgate a Policy to regulate the installation, use and display of certain religious items, as authorized under Texas Property Code § 202, *et seq.* as well as by Article VII, Section 1 of the By-Laws for Westpoint Estates Homeowners Association, Inc.;

WHEREAS, Westpoint Estates Homeowners Association, Inc., is given authority to promulgate a Policy to regulate the installation, use and display of certain flags, as authorized under Texas Property Code § 202, *et seq.* as well as by Article VII, Section 1 of the By-Laws for Westpoint Estates Homeowners Association, Inc.;

WHEREAS, Westpoint Estates Homeowners Association, Inc., is given authority to promulgate a Policy to regulate the installation and use of xeriscaping under Texas Property Code §§ 202.007(a)(4), 202.007(d)(8), and 202.007(d-1), *et seq.* as well as by Article VII, Section 1 of the By-Laws for Westpoint Estates Homeowners Association, Inc.;

Said Policy regarding the aforementioned items and improvements stating as follows:

*[Handwritten signature]*  
*KT DAP*

**I. POLICY REGARDING SOLAR ENERGY DEVICES**

1. A "Solar Energy Device" has the meaning assigned by Section 171.107 of the Texas Tax Code.
2. Subject to the restrictions below, a property Owner within Westpoint Estates Homeowners Association, Inc. may, at their own cost, install, maintain and utilize one or more Solar Energy Device(s) for the purpose of providing heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy.
3. **Restrictions on Installation, Maintenance and Use of Solar Energy Devices**
  - a. No Owner may install, maintain or use a Solar Energy Device that, as determined by a court of competent jurisdiction, threatens the public health or safety, or violates a law;
  - b. No Owner may install a Solar Energy Device on the property owned or maintained by Westpoint Estates Homeowners Association, Inc., including but not limited to general common elements or limited common elements;
  - c. A Solar Energy Device installed upon the Owner's own property may only be installed:
    - i. On the roof of the Owner's home; or
    - ii. In a fenced yard or patio owned and maintained by the property Owner.
  - d. Roof-mounted Solar Energy Devices must not:
    - i. Extend higher than or beyond the roofline;
    - ii. Fail to conform to the slope of the roof;
    - iii. Include a top edge that is not parallel to the roofline;
    - iv. Include a frame, support bracket or visible piping or wiring in a color other than silver, bronze or black.
  - e. Solar Energy Devices located in a fenced yard or patio owned or maintained by the property Owner must not:
    - i. Extend beyond or above the fence line.

*J. J. AT DAP*

- f. No Solar Energy Device, regardless of location or type, may void material warranties, as installed;
- g. Owner must submit an ACC application to Westpoint Estates Homeowners Association, Inc. prior to the installation, maintenance or use of any Solar Energy Device, regardless of location or type. Procedures for approval will conform with those procedures already in place pursuant to Article VII of Declaration of Covenants, Conditions and Restrictions;
- h. Westpoint Estates Homeowners Association, Inc. retains the right to withhold approval of any Solar Energy Device if, in the written opinion of Westpoint Estates Homeowners Association, Inc., the placement of the device as proposed by the property Owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. Westpoint Estates Homeowners Association, Inc. shall be the sole arbiter to determine whether a proposed Solar Energy Device constitutes such a condition, save and except that the written approval of all homeowners adjacent to the proposed Device shall create a rebuttable presumption that such a condition does not exist.

## II. POLICY REGARDING CERTAIN ROOFING MATERIALS

1. An Owner who has already sought and received ACC approval to install shingles on the roof of their home, pursuant to Article VII of Declaration of Covenants, Conditions and Restrictions, and who chooses to install shingles designed primarily to (1) be wind resistant; (2) provide heating and cooling efficiencies greater than those provided by customary shingles; or (3) provide solar generation capabilities (hereafter, "Specialized Shingles") may install such shingles, subject to the following restrictions:
  - a. The color and appearance of the shingles must be submitted to the ACC for approval, to ensure that said shingles resemble the shingles used or otherwise authorized by Westpoint Estates Homeowners Association, Inc. for use in the subdivision;
  - b. The shingles must be of equal or superior quality and durability to standard roofing shingles otherwise authorized by Westpoint Estates Homeowners Association, Inc. for use in the subdivision;
  - c. The shingles must, within the determination of Westpoint Estates Homeowners Association, Inc., match the aesthetics of properties adjacent to Owner's property;
  - d. No Owner may install Specialized Shingles on the property owned or maintained by Westpoint Estates Homeowners Association, Inc., including but not limited to general common elements or limited common elements;

27  
27 DAP

- e. No Owner may install Specialized Shingles on the property owned in common by the members of Westpoint Estates Homeowners Association, Inc., including but not limited to general common elements or limited common elements;
- f. Owner must submit an ACC application to Westpoint Estates Homeowners Association, Inc. prior to the installation, maintenance or use of any Specialized Shingles, regardless of location or type. Procedures for approval will conform with those procedures already in place pursuant to Article VII of Declaration of Covenants, Conditions and Restrictions;
- g. Westpoint Estates Homeowners Association, Inc. retains the right to withhold approval of any Specialized Shingles if, in the written opinion of Westpoint Estates Homeowners Association, Inc., the placement of the device as proposed by the property Owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. Westpoint Estates Homeowners Association, Inc. shall be the sole arbiter to determine whether a proposed Specialized Shingles constitutes such a condition.

### III. POLICY REGARDING RAIN BARRELS AND RAINWATER HARVESTING SYSTEMS

1. For the purposes of this Association, a "Rainwater Harvesting System" shall be defined as a device, system or equipment (e.g. rain barrels) used to make use of collected rainwater for potable and non-potable indoor use or landscape watering.
2. An Owner who has already sought and received ACC approval to install a rain barrel or other approved Rainwater Harvesting System on their property, pursuant to Article VII of declaration of covenants, conditions and restrictions may install said rain barrel or other approved Rainwater Harvesting System, subject to the following restrictions:
  - a. No Owner may install, maintain or use a rain barrel or other approved Rainwater Harvesting System that, as determined by a court of competent jurisdiction, threatens the public health or safety, or violates a law;
  - b. No Owner may install a rain barrel or other approved Rainwater Harvesting System on the property owned or maintained by Westpoint Estates Homeowners Association, Inc., including but not limited to general common elements or limited common elements;
  - c. No Owner may install a rain barrel or other approved Rainwater Harvesting System on the property owned in common by the members of Westpoint Estates Homeowners Association, Inc., including but not limited to general common elements or limited common elements;

J.T. DAP  
KT

- d. An Owner who wishes to install such a device or system must install a rain barrel or other approved Rainwater Harvesting System in a fully-enclosed and fenced yard or patio owned and maintained by the property Owner;
- e. Rain barrels or other approved Rainwater Harvesting Systems located in a fenced yard or patio owned or maintained by the property Owner must not:
  - i. Extend beyond or above the fence line;
  - ii. Be located between the front of the Owner's property and an adjoining or adjacent street.
- f. A rain barrel or other approved Rainwater Harvesting System may only be installed at the side of a house, or in a location not visible from a street, another lot or a common area subject to the following requirements:
  - i. The Owner's property must contain reasonably sufficient area in which to install the rain barrel or other approved Rainwater Harvesting System. Westpoint Estates Homeowners Association, Inc. shall be the sole arbiter to determine whether reasonably sufficient area exists on the Owner's property;
  - ii. Any rain barrel or other approved Rainwater Harvesting System must be of a color consistent with the color scheme of the property;
  - iii. No rain barrel or other approved Rainwater Harvesting System may display language or other content that is not typically displayed by such a device or system as it is manufactured.
- g. No rain barrel or other approved Rainwater Harvesting System, regardless of location or type, may void material warranties, as installed;
- h. Owner must submit an ACC application to Westpoint Estates Homeowners Association, Inc. prior to the installation, maintenance or use of any rain barrel or other approved Rainwater Harvesting System, regardless of location or type. Procedures for approval will conform with those procedures already in place pursuant to Article VII of Declaration of Covenants, Conditions and Restrictions;
- i. Westpoint Estates Homeowners Association, Inc. retains the right to withhold approval of any rain barrel or other approved Rainwater Harvesting System if, in the written opinion of Westpoint Estates Homeowners Association, Inc., the placement thereof as proposed by the property Owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. Westpoint Estates Homeowners Association, Inc. shall be the sole arbiter to

27. DAP  
KT

determine whether a proposed rain barrel or other approved Rainwater Harvesting System constitutes such a condition.

#### IV. POLICY REGARDING DISPLAY OF CERTAIN RELIGIONS ITEMS

1. An Owner may display certain religions items on the entry to Owner's property subject to the following restrictions:

- a. Any religious item displayed must be motivated by the Owner or resident's sincere religious belief;
- b. No displayed religious item may:
  - i. Threaten the public health or safety in any manner whatsoever;
  - ii. Violate any Federal, state or local laws;
  - iii. Contain language, graphics, or depictions that are patently offensive to a passerby;
  - iv. Be displayed in any location other than the entry door or door frame of the property;
  - v. Extend past the outer edge of the door frame of the Owner's or resident's dwelling;
  - vi. Exceed a total area of twenty-five (25) square inches.
- c. Westpoint Estates Homeowners Association, Inc. reserves the right to remove any item so displayed that, in the judgment of Westpoint Estates Homeowners Association, Inc. violates one or more of the restrictions included herein. Westpoint Estates Homeowners Association, Inc. shall be the sole arbiter to determine whether such a violation exists.

#### V. POLICY REGARDING DISPLAY OF FLAGS

1. An Owner may display (1) the flag of the United States of America; (2) the flag of the State of Texas; or (3) an official flag or replica flag of any branch of the United States armed forces on their property, subject to the following restrictions:

##### General Restrictions

*[Handwritten signatures and initials: J, KT, and a circular stamp with "DAD" inside]*



- a. In addition to the requirements set forth below, display of the flag of the United States of America must conform with the requirements under the United States Code, 4 U.S.C. Sections 5-10;
- b. In addition to the requirements set forth herein below, display of the flag of the State of Texas must conform with the requirements under the Texas Government Code Section 3100;
- c. Only one (1) freestanding flagpole or mounted flagpole bracket may be utilized by any Owner or resident, per residence. No more than one (1) flag of the approved types delineated above may be displayed simultaneously;
- d. No flag may be displayed or maintained in any manner other than on a freestanding flagpole, or via a mounted flagpole bracket;
- e. All displayed flags, flagpoles and flagpole brackets must be maintained in good condition. In the event that any displayed flag, flagpole or flagpole bracket which is not, in the judgment of Westpoint Estates Homeowners Association, Inc. maintained in good condition, Owner shall be responsible for repairing, replacing or removing said displayed flag, flagpole or flagpole bracket, upon written request of Westpoint Estates Homeowners Association, Inc. Westpoint Estates Homeowners Association, Inc. shall be the sole arbiter to determine whether such a condition exists;
- f. No displayed flags shall exceed three (3) feet in height, and five (5) feet in length;
- g. Any flag displayed for more than twenty-four (24) hours must be illuminated;
- h. No Owner may install a flag on the property owned or maintained by Westpoint Estates Homeowners Association, Inc., including but not limited to general common elements or limited common elements, with the exception of a wholly enclosed, fenced yard or patio area;
- i. No Owner may install a flag on the property owned in common by the members of Westpoint Estates Homeowners Association, Inc., including but not limited to general common elements or limited common elements, with the exception of a wholly enclosed, fenced yard or patio area.

Restrictions on Freestanding Flags

- a. No flagpole located in or on an Owner's property may exceed twenty (20) feet in height;

- b. Any flagpole located in or on an Owner's property must be constructed of a permanent, long-lasting material, with a finish appropriate to the material used in the construction of the flagpole, and harmonious with the dwelling;
- c. A flagpole may only be located in the "front yard" of a property if the property has a "front yard" as defined by Tex. Prop. Code § 202.001(5) (e.g. flagpoles may only be installed in a yard with a setback of at least fifteen (15) feet) and the placement of the flagpole does not violate any applicable zoning ordinances, easements, setbacks of record, restrictive covenants, or these restrictions;
- d. No flagpole located in or on an Owner's property may be located outside the applicable building setback lines for that lot;
- e. If lights are used to illuminate the flag during evening hours, said lights must be directed in such a manner, and utilized at an intensity that does not substantially interfere with the use and enjoyment of other Owners or residents by causing unreasonable discomfort or annoyance to other persons of ordinary sensibilities. Westpoint Estates Homeowners Association, Inc. shall be the sole arbiter to determine whether such a condition exists;
- f. No flagpole halyard, flagpole snap-hooks or other fastening devices shall be allowed to generate noise of an intensity or frequency so as to substantially interfere with the use and enjoyment of other Owners or residents by causing unreasonable discomfort or annoyance to other persons of ordinary sensibilities. Westpoint Estates Homeowners Association, Inc. shall be the sole arbiter to determine whether such a condition exists;
- g. An Owner or resident may be required to utilize flagpole snap-hook covers to eliminate flagpole noise at the request of Westpoint Estates Homeowners Association, Inc.

Restrictions on Flags Displayed in Flagpole Brackets

- a. No flagpole mounted in a flagpole bracket may exceed five (5) feet in length;
- b. If applicable, no flag displayed from a mounted flagpole bracket may extend beyond the airspace created by the boundaries of a fenced yard or patio area;
- c. No mounted flagpole bracket may be affixed to any portion of the general or limited common elements;
- d. Mounted flags and/or flagpole brackets may only be placed upon portions of a residential structure owned by the property Owner and not maintained by the Association.

**VI. POLICY REGARDING XERISCAPING**

1. Pursuant to Texas Property Code §§ 202.007(a)(4), 202.007(d)(8), and 202.007(d-1), effective as of September 1, 2013, Owners have been given the limited right to install drought-resistant landscaping or water-conserving natural turf ("Xeriscaping"). Prior to any such installation, an Owner must submit a detailed plan for the installation of such Xeriscaping. Such plan must contain:

- a. Location of all proposed Xeriscaping, including a graphic depiction (i.e. scale drawings) showing location, number, estimated size and color of all proposed Xeriscaping;
  - b. A description of the aesthetic qualities of the proposed Xeriscaping;
  - c. Species and maximum height of all proposed included plants, grasses, shrubs or trees;
2. The Architectural Control Committee reserves the right to regulate the Owner's use of gravel, rocks, or cacti contained within the Xeriscaping in accordance with the aesthetic compatibility of the subdivision, the Architectural Control Committee's policies or other appropriate committee's guidelines or discretion;
3. The Architectural Control Committee may regulate yard and landscape maintenance. To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

THEREFORE, BE IT RESOLVED THAT, Westpoint Estates Homeowners Association, Inc. adopts a uniform Policy to apply to all Unit Owners within Westpoint Estates Homeowners Association, Inc.;

BE IT FURTHER RESOLVED THAT, the Policy approved by this resolution touches and concerns all Lots within Westpoint Estates Homeowners Association, Inc., and shall run with the land to all subsequent Owners of said Lots;

The Board of Directors of Westpoint Estates Homeowners Association, Inc. hereby memorializes in its minutes its formal resolution providing a uniform policy for all lots within Westpoint Estates Homeowners Association, Inc.

**AFTER RECORDING, RETURN TO:**

Randall Management  
6200 Savoy, Suite 420  
Houston, TX 77036

**RECORDS RETENTION & ACCESS POLICY****1. Association Records to be Made Available upon Proper Request.**

- a. **Written Request.** The records of the Association are available for inspection by Owners upon receipt of a proper written request received via U.S. Certified Mail, Return Receipt Requested, from an Owner. Emails or other communications are not sufficient. Records are available for inspection by an Owner's agent, attorney or certified public accountant, provided that the Owner makes such designation in writing. The written request must contain sufficient detail to identify the records requested.
- b. **Inspection of Association Records.** Within ten (10) business days of receipt of a proper written request pursuant to 1 (a), *supra*, the Association will respond with the location and dates and times available for the inspection. The date and time for such inspection shall be mutually agreeable.
- c. **Association Records not Available for Inspection.**
- Absent written authorization by the affected Owner, the Association will not permit the inspection of (1) individual Owners' deed violation histories; (2) individual Owner's financial information; (3) individual Owner contact information other than their address at the property; (4) information pertaining to Association employees; or (5) records and files of the Association's attorney(s).
- d. **Copies of Records.** At the request of an Owner, the Association will provide copies of specific records, within ten (10) business days, upon receipt of copy charges for said records. The Association may produce copies of requested records in paper, electronic or other format. If copies of requested records cannot be produced within ten (10) business days, then the Association shall send a notice to the Owner within the original ten (10) day period. In such event, copies will be produced within fifteen (15) days of said notice.
- e. **Copy Charges.** For paper copies, the following charges will apply:

Item	Charge
8 1/2" x 11" paper	\$0.10 per page
11" x 17" paper	\$0.50 per page
Specialty Paper	Actual cost
Audio CD or Cassette	\$1.00 each

Item	Charge
DVD	\$3.00 each
Labor	\$15.00 per hour for actual time to locate, compile and reproduce records (if more than 50 pages, or if records must be retrieved from an offsite storage facility)
Overhead	20% of total labor charge (if more than 50 pages, or if records must be retrieved from an offsite storage facility)
Materials (labels, boxes, folders, etc., including postage)	Actual cost

The estimated total charge for copies of Association records will be due prior to any copies being made or released. Within thirty (30) business days of receipt, the Association will reconcile the actual cost to copy the records with its estimate and return any excess amount.

2. **Association Records Retention Policy.** The Board of Directors adopts the following policy concerning retention of Association records, and directs its property manager to develop, administer, and adhere to the following:
  - a. **Governing Documents.** Originals and/or certified copies of the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation and By-Laws of the Association, Amendments thereto, Policies passed by Board Resolution and/or Owners, other documents filed with the Secretary of State related to the Association, Rules and Regulations for the property and amendments thereto, shall be permanently kept in the offices of property management.
  - b. **Association and Board Documents.** Originals and/or copies of agendas, meeting minutes and proposals, meeting notices, sign-in sheets, proxies, ballots and tally sheets pertaining to Annual and Special Meetings of Association Members, as well as agendas, meeting minutes, proposed and approved Board Resolutions, for all meetings of the Association's Board of Directors shall be kept in the offices of property management for a period of two (2) years, after which such records may be stored off-site at an appropriate location. After the expiration of seven (7) years, such documents may be destroyed.
  - c. **Accounting and Deed History Records.** Computerized accounting and

*JAT DAP*

deed restriction violation records for each Owner shall be maintained in electronic format by the property management company onsite for a period of two (2) years, after which such records may be stored off-site at an appropriate location. After the expiration of seven (7) years, such documents may be destroyed.

d. **Other Association Files.** Originals and/or copies of file materials pertaining to an Owner's membership in the Association, including but not limited to maintenance assessment collection, deed restriction enforcement, correspondence, litigation matters, and other documents shall be kept in the offices of property management for two (2) years after such matter is closed, after which such records may be stored off-site at an appropriate location. After the expiration of seven (7) years, such documents may be destroyed.

e. **Association Communications.** Originals and/or copies of all communications sent and received by members of the Board of Directors on Association-owned computers, and those of agents of the Association conducting business on its behalf, shall be kept in their original format for five (5) years, after which such documents may be destroyed.

f. **Litigation Hold.** In the event the Association is involved in litigation, a "litigation hold" will be placed on all correspondence, electronic communications, voice mail, reports and other documents relevant to the matter forming the subject of the litigation. In such event, this provision supersedes subsections (a-e). Retention policies for matters in litigation will be established on a case-by-case basis.

MAINTENANCE FEES / COLLECTION POLICY1. **Application of Assessments, Charges, Fines and Fees.**

For purposes of calculating an Owner's account balance with the Association, payments received from owners will be applied in the following order:

- a. Delinquent assessments; then
- b. Current assessment; then
- c. Attorney fees incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure (e.g. vendor's lien amounts);
- d. Fines assessed by the Association;
- e. Attorney fees incurred by the Association other than those assessed pursuant to section (c.) above;
- f. All other amounts owed by the Association by the Owner.

2. **Maintenance Assessment Due Date; Late Charges.**

All maintenance assessments and related charges are due in full no later than the day after invoice, and are deemed delinquent if not received in the management office by 5:00 p.m. that day.

All assessment account balances, which shall include any applicable late fee charges and attorney's fees, shall bear interest at a rate of ten percent (10%) per annum from the date of delinquency until paid.

3. **Notices of Account Delinquencies**

All Owners whose accounts with the Association are delinquent shall receive a Notice, in writing, specifying each delinquent amount ~~and a total balance~~ required to bring the account current. Said Notice shall also describe the Owner's options to avoid further collection efforts, such as the availability of a payment plan. Each Notice shall advise the Owner of its opportunity to cure default within thirty (30) days, and shall be sent to the Owner by U. S. Certified Mail, Return Receipt Requested.

4. **Collection by Association's Attorney.** Any assessment account balance remaining unpaid for seventy-five (75) days shall be turned over to the Association's attorney for collection.

All administrative costs, attorneys fees, court costs, and other related expenses for collection incurred through either the Management Agent 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

27 DAP  
KT

shall be added to the amount of the assessments.

#### 5. Payment Plans

a. **Availability.** Payment plans are available to an Owner whose account with the Association is delinquent. However, the Association may deny an Owner the option of entering into a payment plan if that Owner has breached a payment plan within the previous two (2) years.

b. **General Terms.** Upon entering into an acceptable payment plan, an Owner may make partial payments to cure its account delinquency without accruing additional penalties, although reasonable costs incurred by the Association in administering such payment plans may be charged, as well as interest accruing on the Owner's account balance. Payments received under the payment plan shall be applied pursuant to ¶ 1, *supra*.

c. **Attorneys and Property Manager Authorized to Enter Into Payment Plans.** At all times during the collection process, the Association's legal counsel is authorized to enter into reasonable arrangements with Owners in an attempt to collect the obligation owed to the Association. In the absence of a reasonable payment schedule, or full payment of the assessment account, the Association attorneys and property manager are instructed to complete the entire collection process automatically.

Given that collecting maintenance assessments is more of an art than a science, reasonable latitude is necessary to allow the Association's attorneys' experience in collecting this type of debt to be fully utilized for the benefit of both the Association as a whole, and the individual owners.

Therefore, the Association's attorneys are authorized to enter into a payment plan without Board approval. However, the Association's counsel shall strive, excepting special circumstances, to have homeowners enter into payment plans in conformance with the following:

1. 50% of the balance as a down payment, may lower to one-third (1/3) for homestead owners with balances over \$3,000.00.
2. The payment plan will strive to conclude within six (6) months. However, homestead owner plans may be extended, if reasonable, to achieve approximately a \$500.00 per month cap.
3. If a payment plan is breached, an owner may be allowed a second payment plan on a showing of good faith or deposit of a substantial down payment. However, the Association's attorneys are not required to offer second payment plans, and on breach, may reinstitute the collection process.

HT DAB  
LJ



If the proposed payment plan exceeds six (6) months, the Board of Directors or the Property Manager will generally be requested to approve the payment plan.

6. If arrangements have not been made by the owner to pay the account by the foreclosure day, the property shall be foreclosed and sold at foreclosure sale. The Association shall bid at such sale by and through its attorney to complete the sale in accordance with the law.
7. Upon case by case approval of the Board of Directors, the Association's attorney will be authorized to file a deficiency suit against the owners whose units have been foreclosed, but who still owe a balance of assessments to the Association.
8. This Policy, adopted by the Board of Directors, shall be applicable to all collections.

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Dianne Wilson*

Dianne Wilson, County Clerk  
Fort Bend County, Texas

December 23, 2013 12:42:52

FEE: \$75.00 DP2  
RES



2013157325