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**CERTIFICATE OF CORPORATE RESOLUTION OF  
COLONY CROSSING HOMEOWNERS' ASSOCIATION**

**COLLECTION POLICY FOR DELINQUENT ACCOUNTS**

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\$24.00

01/28/05

WHEREAS, the Board of Directors ("Board") of Colony Crossing Homeowners' Association, a Texas non-profit corporation ("Association") is charged with the responsibility of collecting assessments for common and neighborhood expenses from owners of lots located within the community as provided for in the Bylaws of the Association and in the following:

1. Declaration of Covenants, Conditions and Restrictions for Fondren Grove, Section One-A.
2. Declaration of Covenants and Restrictions of Colony Crossing for Village of Talbots Mill.
3. Declaration of Covenants and Restrictions of Colony Crossing for Village of Sawyers Crossing.
4. Declaration of Covenants and Restrictions of Colony Crossing for Village of Sanders Ridge.
5. Amendment of Declaration of Covenants and Restrictions for Colony Crossing, Village of Sanders Ridge; and

WHEREAS, from time to time, owners of lots become delinquent in the payment of assessments to the Association, and the Board deems it to be in the best interest of the Association to develop orderly procedures for the billing and collection of the assessments;

NOW, THEREFORE, IT IS RESOLVED that the Board, on behalf of the Association, duly adopts the Collection Policy for Delinquent Accounts attached hereto.

FILED FOR RECORD  
8:00 AM

JAN 28 2005

*Dwight L. Keyman*  
County Clerk, Harris County, Texas

**COLONY CROSSING HOMEOWNERS' ASSOCIATION  
COLLECTION POLICY FOR DELINQUENT ACCOUNTS  
EFFECTIVE JANUARY 1, 2005**

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**A. INTRODUCTION**

The Board of Directors ("Board") of Colony Crossing Homeowners' Association ("Association") is charged with the responsibility of collecting the annual assessments ("Assessment") from owners of lots governed by the Association as provided for in the Bylaws of the Association and in the following:

1. Declaration of Covenants, Conditions and Restrictions for Fondren Grove, Section One-A.
2. Declaration of Covenants and Restrictions of Colony Crossing for Village of Talbots Mill.
3. Declaration of Covenants and Restrictions of Colony Crossing for Village of Sawyers Crossing.
4. Declaration of Covenants and Restrictions of Colony Crossing for Village of Sanders Ridge.
5. Amendment of Declaration of Covenants and Restrictions for Colony Crossing, Village of Sanders Ridge; and

**B. BILLING AND COLLECTION PROCEDURES**

1. Initial Invoice and Record Address. On or before November 30 of each year, the Board shall cause to be mailed to each owner of a lot governed by the Association and for which payment of the annual Assessment is due, an Assessment Advisory and Invoice ("Initial Invoice") setting forth the annual Assessment amount. The Initial Invoice shall be sent to the owner by regular U. S. First-Class Mail. The Initial Invoice and any other correspondence, documents, or notices pertaining to the applicable lot shall be sent to the address which appears in the records of the Association for the owner, or to such other address as may be designated by the owner in writing to the Association. The fact that the Association or its management company may have received a personal check from an owner reflecting an address for the owner which is different from the owner's address as shown on the records of the Association, is not sufficient notice of a change of address for the Association to change its records regarding such owner's address.
2. Assessment Due Date. All annual Assessments shall be due and payable in advance on or before January 1. It is the responsibility of the owner to ensure and

verify that payments are received by the Association on or before such date, and the Association will not be responsible for delay by mail or any other form of delivery. Non-receipt of an invoice shall in no way relieve the owner of the obligation to pay the amount due by January 1.

3. Delinquent Balances. If payment of the total Assessment and any other charges which may be due is not received by the Association on or before January 1, the account shall be delinquent. If an owner defaults in paying the entire sum owing against the owner's property on or before January 31, the owner shall be charged interest at ten (10%) percent per annum computed from January 1, regardless of whether any demand letter has been sent to the owner. Owners who remain delinquent after January 31 shall be subject to the following collection procedures, which may be modified on a case-by-case basis by the Board as circumstances warrant.
- (i) Reminder Notice. On or after February 1, the Association will send the owner a Reminder Assessment Advisory and Invoice ("Reminder Notice") by regular U. S. First-Class Mail showing that the account is delinquent and interest began accruing January 1. The Reminder Notice will direct the owner to make immediate payment of the delinquent balance and all interest owing thereon.
  - (ii) Final Notice. On or after March 1, the Association will send a Final Assessment Advisory and Invoice ("Final Notice") to the owner by certified mail, return receipt requested, and by regular U. S. First-Class Mail, showing that the account remains delinquent, and that interest continues to accrue. The Final Notice will advise the owner that if the account is not paid within 30 days of receipt of the Final Notice, the Association intends to turn the account over to an attorney for further handling, and the owner will thereafter be responsible for the reasonable fees and costs incurred, and such fees and costs will be charged to the assessment account. The Final Notice will also inform the owner that pursuant to Chapter 209 of the Texas Property Code, the owner has the right to request a hearing before the Board. If the owner does not pay the delinquent balance in full or request a hearing within the 30-day period, the Association intends to thereafter pursue its remedies regarding the matter.
  - (iii) Notice of Lien. To further evidence the Association's lien securing the unpaid Assessments, the Association may, but is not required to, prepare a document entitled Lien Affidavit and Notice of Delinquent Assessments setting forth the amount of the delinquent Assessment, the name of the owner of the property and a description of the property (the "Notice of Lien"). The Notice of Lien may be filed in the real property records of Harris County, Texas, or Fort Bend County, Texas, as applicable and will constitute further evidence of the lien against an owner's property.

- (iv) Remedies for Non-Payment. If the delinquent balance is not paid in full or a hearing requested in writing within 30 days of receipt of the Final Notice, the Association may suspend the owner's right to use the recreational facilities. Further, the Association will forward the delinquent account to its attorney for further handling. It is contemplated that the attorney will send one (1) or more demand letters to the delinquent owner as deemed appropriate. If the owner does not satisfy the Assessment delinquency pursuant to the attorney's demand letter(s) or enter into a Payment Agreement pursuant to Paragraph D hereof, the attorney shall contact the Board, or its designated representative, for approval to proceed with the Association's legal remedies. Upon receiving approval from the Board, or its designated representative, it is contemplated that the attorney will pursue any and all of the Association's legal remedies to obtain payment of the delinquent balance, including pursuing a personal suit against the owner and/or pursuing a foreclosure action against the applicable property.

C. ENFORCEMENT COSTS.

All costs incurred by the Association as a result of an owner's failure to pay Assessments and other charges when due (including any attorneys' fees and costs incurred) will be charged against the owner's Assessment account and shall be collectible in the same manner as a delinquent Assessment.

D. DISCRETIONARY AUTHORITY.

The Board may, but shall not be obligated to, enter into a payment agreement ("Payment Agreement") with an owner who demonstrates a situation of bonafide personal hardship. Any request for a Payment Agreement must be in writing and must describe the situation of personal hardship. All Payment Agreements must be in writing and signed by the owner. The Association shall determine minimum payment terms which would be acceptable to the Association, in its sole discretion. However, in any event, a Payment Agreement shall require: (i) a down payment of not less than one-half (1/2) of the total amount owed by the owner to the Association, including but not limited to the delinquent Assessment amount and any legal expenses, interest and other costs incurred on the account; and (ii) monthly payments so that the account will be brought current no later than the end of the calendar year for which the Assessments were due. If the owner defaults under the Payment Agreement, all delinquent amounts due under the Payment Agreement shall automatically be accelerated and become due and payable to the Association and the Association will not thereafter enter into another Payment Agreement with the Owner. Further, the account will immediately be turned over to the attorney without any further notice to the owner.

E. PARTIAL PAYMENTS AND APPLICATION OF FUNDS.

Partial payments will not prevent the accrual of interest on the unpaid portion of the Assessment. The owner will still be considered to be delinquent upon making partial payments.

Payments received from an owner will be credited in the order of the following categories: attorneys' fees, returned check fees, any lien notice fees, interest, expenses, and Assessments. The payment will be applied to the oldest amount due in each of such categories until charges in that category are paid in full, unless the Association elects to apply such charges in a different manner.

F. **BANKRUPTCY.**

In the event a delinquent owner files bankruptcy, the Association reserves the right to file a proof of claim, pursue a motion to lift the automatic stay, or take any other action it deems appropriate to protect its interests in the pending bankruptcy action, including modifying any procedures hereunder as necessary or advisable. To the full extent permitted by the United States Bankruptcy Code, the Association shall be entitled to recover any and all attorneys' fees and costs incurred in protecting its interests, and such fees and costs shall be charged to the owner's Assessment account.

G. **RETURNED CHECKS.**

At the election of the Association, an owner will be charged a reasonable fee for any check returned by the bank, which fee will be charged to the owner's Assessment account. A notice of the returned check and the fee will be sent to the owner by the Association's management company. If two or more of an owner's checks are returned unpaid by the bank within any one-year period, the Board may require that all of the owner's future payments for a period of two years be made by cashier's check or money order.

H. **OWNER'S AGENT OR REPRESENTATIVE.**

If the owner expressly or impliedly indicates to the Association that the owner's interest in the property is being handled by an agent or representative, any notice from the Association to such agent or representative pursuant to this Collection Policy shall be deemed to be full and effective notice to the owner for all purposes.

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**HooverSlovacek<sup>LLP</sup>**  
Attorneys at Law  
P. O. BOX 4547  
HOUSTON, TEXAS 77210

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dr. Dianne Wilson*

2005 Jan 13 10:02 AM

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CDC \$17.00

Dianne Wilson, Ph.D. COUNTY CLERK  
FT BEND COUNTY TEXAS

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 file number Sequence on the  
date and at the time stamped hereon by me, and was duly RECORDED in the  
Official Public Records of Real Property of Harris County Texas on

JAN 28 2005




*Cecily L. Kaufman*

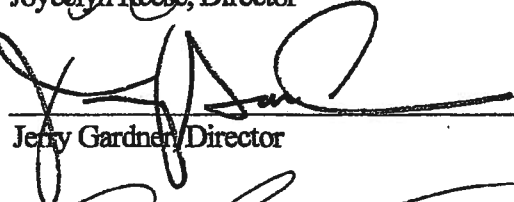
COUNTY CLERK  
HARRIS COUNTY, TEXAS

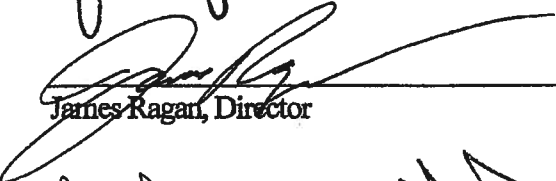
This Resolution was adopted by the Board on December 27, 2004, and shall be effective January 1, 2005.

COLONY CROSSING HOMEOWNERS' ASSOCIATION, a Texas non-profit corporation

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Joycelyn Reese, Director

  
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Jerry Gardner, Director


  
\_\_\_\_\_  
James Ragan, Director

  
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J. Robert Marshall, Director

  
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Joyce Mbiu, Director

THE STATE OF TEXAS    §  
   §  
COUNTY OF HARRIS    §

This instrument was acknowledged before me on the 27 day of December, 2004, by Joycelyn Reese, Jerry Gardner, James Ragan, J. Robert Marshall and Joyce Mbiu, directors of Colony Crossing Homeowners' Association, a Texas non-profit corporation, on behalf of said corporation.

  
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Notary Public

