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L. Brandon Steinmann, County Clerk
Montgomery County, Texas

by *Elyse Dyer* Deputy

Issued OCT 17 2023



DOC #2023099247

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**COLLECTION POLICY
OF
WOODLAND LAKES CIVIC CLUB INC.**

**COLLECTION POLICY FOR DELINQUENT ACCOUNTS AND ALTERNATIVE PAYMENT
SCHEDULE FOR WOODLAND LAKES CIVIC CLUB, INC. (WLCC)**

The Board has previously adopted and followed a collection policy for delinquent accounts which the Board hereby amends and restates by virtue of this "Amended and Restated Collection Policy for Delinquent Accounts and Guidelines for Alternative Payment Schedule for the WLCC.

I. INTRODUCTION

The Board of the WLCC ("Association") is charged with the responsibility of collecting the annual assessment ("Annual Assessment(s)") from the Property Owner (Owner) of lots under the jurisdiction of the Association as provided for in the governing documents of the Association including, but not limited to, the following:

Amended Restrictive Covenant Agreement for the WLCC, recorded under County Clerk's file no. 2023009798, of the Real Property Records of Montgomery County, TX, as filed February 7, 2023

By-laws of the WLCC, recorded under County Clerk's file no. 2023002458, of the Real Property Records of Montgomery County, TX, as filed January 11, 2023

By-laws of the WLCC, recorded under County Clerk's file no. 2022051734, of the Real Property Records of Montgomery County, TX, as filed April 22, 2022

By-laws of the WLCC, recorded under County Clerk's file no. 2021-347820, of the Real Property Records of Montgomery County, TX, as filed June 22, 2021

By-laws of the WLCC, recorded under County Clerk's file no. 2011048221-1, of the Real Property Records of Montgomery County, TX, as filed June 6, 2011

Amended Restrictive Covenant Agreement for the WLCC, recorded under County Clerk's file no. 2006-062634, of the Real Property Records of Montgomery County, TXs, as filed June 6, 2006

Restrictive Covenant Agreement for the WLCC, recorded under County Clerk's file 46046, of the Real Property Records of Montgomery County, TX, as filed September 22, 1996

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II. BILLING AND COLLECTION PROCEDURES

2.1 Initial Invoice and Record Address. On or before November 30th, of each year, the Board shall cause to be mailed to each Owner of a lot under the jurisdiction of the Association and for which payment of the Annual Assessment is due, an Annual Assessment Invoice ("Initial Invoice") setting forth the Annual Assessment amount as well as other amounts, if any, owed to the Association. 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. Owners who desire to change their mailing address must request the change in writing.

2.2 Annual Assessment Due Date. All Annual Assessments shall be due and payable in advance on or before January 1st with a grace period of 30 days. It is the responsibility of each 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 Initial Invoice shall in no way relieve the Owner of the obligation to pay the amount due by January 31st.

2.3 Delinquent Balances. If payment of the total amount set forth on the Initial Invoices is not received by the Association on or before January 31st, the account shall be delinquent. If an Owner defaults in paying the entire sum owed on or before January 31st, the Owner's account will be charged interest at the rate set at **6%, per annum** (0.5% per month), regardless of whether a demand letter has been sent to or received by the Owner.

2.4 Collection Procedures. Owners who remain delinquent after January 31st shall be subject to the following collection procedures.

2.4.1 Delinquency Notice. On or after February 1st, the Association will send the Owner a Delinquency Notice ("Delinquency Notice") by regular and/or certified mail notifying the Owner that the account is delinquent. The Delinquency Notice will specify each

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Annual Assessment coming due in an effort to prepay the upcoming obligation. In addition, an Owner may, upon receipt of the Initial Invoice, make partial periodic payments to the Association from the date of their receipt of the Initial Invoice until January 31st. On an after February 1st, the Association will not accept from an Owner, or their representative, a partial payment which does not discharge the entire debt to the Association unless it is tendered in connection with a written payment plan (as described below) entered into between the Owner and the Association.

2.4.3 Written Payment Plan (30 Day Cure Period). Under the terms of the Delinquency Notice, an Owner will have 30 days ("30-Day Cure Period") to pay the entire debt owed or to enter into the Extended Payment Plan outlined above. Non-receipt of a Delinquency Notice shall in no way relieve the Owner of the obligation to pay any amounts due.

Once an account becomes delinquent (on and after February 1st), the Association will offer to the Owner, by and through the "Delinquency Notice", a payment plan to discharge the entire amount owed to the Association over a term of 30 days. If a request for a Payment Plan is not received by the Association before February 1st, all late fees and accrued interest are applicable and included in the Extended Payment Plan.

2.4.4 Extended Payment Plan. Under the terms of the Extended Payment Plan, an Owner will be allowed an opportunity to pay the entire debt owed to the Association in three (3) monthly payments (3 month term) including the initial late fee and the monthly interest charged delinquent accounts under the terms of the governing documents as well as the costs necessary to offer and administer the Payment Plan.

To enter into a Payment Plan with the Association, before the expiration of the 30-Day Cure Period, the Owner must do the following:

1. Enter into a written Extended Payment Plan with the Association setting forth an Owner's agreement to discharge the entire debt within 3 months including late fees and interest accrued during the term of the Extended Payment Plan.
2. At the time of the execution of the Extended Payment Plan, tender to the Association a first payment equal to one-third (1/3rd) of the initial debt owed, then

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2.4.5 Final Notice. Following the expiration of the 30-Day Cure Period, or following the expiration of the Extended Payment Plan, if all debts are still unpaid, the Association will send a Final Annual Assessment Notice ("Final Notice") to Owners who, during the 30-Day Cure Period, have failed to discharge the total debt owed to the Association and/or have failed to enter into a written Extended Payment Plan with the Association. A late fee of **\$50 plus interest** will also be levied against each Owner's account which remains delinquent (and without an Extended Payment Plan) following the 30-Day Cure Period.

The final Notice shall be sent by certified mail and will advise the Owner that full payment is due 30 days from the date of the Final Notice, regardless of when sent to or received by, the Owner.

2.4.6 Remedies for Non-Payment. If the delinquent balance is not paid in full within 30 days following the date of the Final Notice, the Association may suspend the Owner's right to use the recreational facilities. The Association may also seek legal counsel for further handling, and the Owner will thereafter be responsible for all reasonable Association costs, Attorney fees, court and filing fees, any other costs deemed legally applicable, including late fees and accrued interest. All such fees and costs will be charged to the Owner's assessment account.

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), the attorney shall contact the Board, or its designated representative, for approval to proceed with the Association's legal remedies.

Upon receiving the 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 judicial foreclosure action against the delinquent Owner's property.

III. ENFORCEMENT COSTS

All costs incurred by the Association as a result of an owner's failure to pay Annual Assessments and other legally applicable charges when due (including, but not limited to, Association costs, Attorney fees, court and filing fees, any other costs deemed legally

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by *Clayton Hite* Deputy

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of \$50.00 may be levied against the account; and (iv) the Owner's right to use the recreational amenities may be suspended regardless if proper notice had previously been, or not been given. Further, the account will be turned over to the attorney without any further notice to the Owner.

V. PARTIAL PAYMENTS AND APPLICATIONS OF FUNDS

On or after February 1st, the Association will not accept from an Owner, or their representative, any partial payment which does not discharge the entire debt owed to the Association unless it is tendered in connection with a written Extended Payment Plan, as described in the Alternative Payment Schedule Guidelines set forth within this document. Partial payments will not prevent the accrual of interest on the unpaid portion of the Debt owed to the Association.

Unless an Owner is in default of a Payment Plan entered into with the Association, a payment received by the Association will be applied in the following order of priority: (i) Delinquent assessments, (ii) Current assessments, (iii) Association handling fees, (iv) Late fees. (v) Interest fees, (vi) Attorney's fees, (vii) Court and County filing fees, (viii) and other costs and fees legally applicable.

VI. 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.

VII. RETURNED PAYMENTS

For any payment returned by the bank to the Association, the Owner will be charged a return check fee of \$50 in addition to any monies charged by the bank, and the fee will be charged to the Owner's Assessment account. A notice of the returned payment and the accompanying fee will be sent to the Owner by the Association or its' agents. If an Owner's payment is returned unpaid (for any reason) by a bank, an Owner will be considered in default of their obligation to the Association. The Board reserves all legal remedies available to it, and may require that

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by *Elyse Dite* Deputy
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**COLLECTION POLICY
OF
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IN WITNESS WHEREOF, the Woodland Lakes Civic Club, Inc., hereto have executed this Agreement on the day and year first written below:

EXECUTED this the 13th day of September, 2023

WOODLAND LAKES CIVIC CLUB, INC.

By: James Edwards
Title: President
Woodland Lakes Civic Club, Inc.

ATTEST:

By: Ashlea St. John
Title: Secretary-Treasurer
Woodland Lakes Civic Club, Inc

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L. Brandon Steinmann, County Clerk
Montgomery County, Texas

by *[Signature]* Deputy

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**COLLECTION POLICY
OF
WOODLAND LAKES CIVIC CLUB INC.**

The State of Texas
County of Montgomery

Before me, the undersigned, a Notary Public on this day personally appeared JAMES EDWARDS, President of Woodland Lakes Civic Club Association, known to me to be the person and officer whose name is subscribed to the forgoing instrument and acknowledge to me that the same was the act of the said Woodland Lakes Civic Club Association, a corporation, and that she executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 13 day of Sept 2023

(SEAL)



[Signature]
Notary Public, State of Texas

Jane K Mathews
(Printed Name)

My commission expires on 1-21-24

The State of Texas
County of Montgomery

Before me, the undersigned, a Notary Public on this day personally appeared Ashlea St. John, Secretary-Treasurer of Woodland Lakes Civic Club Association, known to me to be the person and officer whose name is subscribed to the forgoing instrument and acknowledge to me that the same was the act of the said Woodland Lakes Civic Club Association, a corporation, and that she executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 13 day of Sept 2023

(SEAL)



[Signature]
Notary Public, State of Texas

Jane K Mathews
(Printed Name)

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by *Cynthia D. Dyer* Deputy

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10/17/2023 09:54AM



L. Brandon Steinmann

County Clerk
Montgomery County, Texas

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number sequence on the date and time stamped herein by me and was duly RECORDED in the Official Public Records of Montgomery County, Texas.

10/17/2023



L. Brandon Steinmann

County Clerk
Montgomery County, Texas