



**COLLECTION POLICY FOR  
APRIL POINT SOUTH PROPERTY OWNERS ASSOCIATION**

WHEREAS, this Collection Policy applies to the April Point South condominium, Sections 1A, 2A, 3A, and 4A, additions in Montgomery County, Texas, according to the maps or plats thereof, recorded in the Map Records of Montgomery County, Texas, under Clerk's File Nos., 7511610, 7620547, 7707002, 7740984 respectively, along with any amendments or supplements thereto.

WHEREAS, the Association is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declaration for April Point South (hereafter collectively referred to as the "Declaration"); and

WHEREAS, the Declaration and Chapters 81 and 82 of the Texas Property Code empower the Association to levy assessments and to use certain powers of enforcement and collection and further obligates property owners to pay such levies and related charges and costs; and

WHEREAS, the Board of Directors of the Association (the "Board") desires to establish a policy for assessment collection and to provide clear and definitive guidance to the members of the Association;

NOW, THEREFORE, the Board has duly adopted the following Assessment Collection Policy.

1. All maintenance fee assessments are due on the first (1st) day of each month (hereafter the "due date"). Any assessment which is not paid on or before the fifteenth (15th) of each month shall be accrue charges as set forth below.

2. Any account with an unpaid maintenance assessment, special assessment, repair charge or other charge that becomes fifteen (15) days past due shall be assessed a late charge in the amount of \$25.00.

3. All unpaid maintenance assessments, special assessments, repair charges or other charges to a Unit, shall bear interest at the rate of six percent (6%) per annum from the date the delinquency accrues and with such interest being charged monthly beginning 30 days after the delinquency arises.

4. If any assessment or other charge remains unpaid fifteen (15) days after the due date, the Managing Agent is authorized to send the owner a Collection Letter. Each Collection Letter shall specify the total amount then owing, as well as a breakdown of the total amount, including late charge.

5. If any assessment remains unpaid thirty (30) days after the due date, the Managing Agent is authorized to send the owner a Reminder Collection Letter, which shall specify the total amount then owing as well as a breakdown of the total amount.

6. If any assessment remains unpaid forty-five (45) days after the due date, the Managing Agent is authorized to send the owner a Certified Collection Letter, which shall specify the total amount then owing as well as a breakdown of the total amount. Each Certified Collection Letter shall include a processing fee of \$10.50 which shall be added to the delinquent account for each Certified Collection Letter mailed. The Certified Collection Letter shall apprise the owner that collection of the account will be turned over to the Association's attorney and that legal fees and costs will be charged to the owner's account unless payment in full is received within thirty (30) days of the date of the letter.

7. In instances where the Certified Collection Letter contains charges for property damages or fines, the letter shall inform the owner of the nature and amount of the damages or fine, provides the owner an opportunity to request a hearing within thirty (30) days to contest the charge, and allows the owner a reasonable time to cure the problem and avoid the charge.

8. If any assessment remains unpaid thirty (30) days after mailing the Certified Collection Letter, the Managing Agent is authorized to instruct the Association's attorney to proceed with steps necessary to effect enforcement of the Association's lien to satisfy the assessments due, including a non-judicial foreclosure action on the owner's property.

9. Payments must be made in the following form: personal check, cash, cashier's check, or money order.

10. The owner may enter into an approved payment plan. A one-time processing fee of \$25.00 shall be added to the delinquent account for the cost associated with setting up the payment plan. For the term of the payment plan, a monthly processing fee of \$10.00 shall be added to the delinquent account to defer the costs associated with monitoring and administering the payment plan.

11. Other than in the instance of an approved payment plan, all assessments are due in full. Unless otherwise agreed upon, the Association may reject all partial payments.

12. Any partial payment that is accepted, whether agreed upon in an approved payment plan or otherwise, shall be applied toward the delinquent account in the following order: 1) late fees and interest, 2) attorney's fees and collection costs associated with the delinquent account, 3) fines, 4) repair charges, 5) delinquent assessments, 6) current assessments; and 7) any other amount owed to the Association. Notwithstanding the above order of application of payments, all payments will be applied to amounts not subject to a lien before being applied to any amounts that are subject to a lien.

13. A processing fee of \$25.0 shall be added to an account for any and all payments returned by a financial institution due to insufficient funds (NSF). The Association may require payment in the form of a cashier's check or money order to replace a NSF check. The Association may immediately require all future payments towards the payment of delinquent amounts to be paid in the form of certified funds upon receipt of a NSF check.

14. All costs and fees incurred by, charged to or paid by the Association for processing a delinquent account shall be added to the delinquent account and paid by the Member.

This Policy is effective upon recordation in the Public Records of Montgomery County, and supersedes any policy regarding assessment collection which may have previously been in effect. Except as affected by this Policy, all other provisions contained in the Declaration or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 23 day of May, 2016.

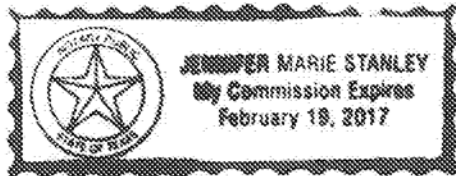
Printed Name: Richard A. Aple  
President, April Point South  
Property Owners Association

STATE OF TEXAS

COUNTY OF MONTGOMERY

Before me, the undersigned authority, on this day personally appeared Richard Aple, President of the April Point South Property Owners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 23 day of May, 2016.



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

**E-FILED FOR RECORD**

06/10/2016 01:45PM

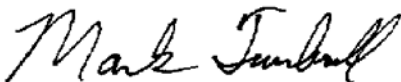


COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

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

**06/10/2016**



County Clerk  
Montgomery County, Texas