

NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
AUSTIN CORNERS HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF ROCKWALL

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Austin Corners Homeowners Association, Inc. is made this 2nd day of December 2022, by Austin Corners Homeowners Association, Inc.

WITNESSETH:

WHEREAS, Austin Corners Homeowners Association, Inc. prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" dated on or about July 17th, 2000, Instrument number 2000-0000221588, Real Records of Rockwall County, Texas, together with any other filings (if any).

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, as stated and recorded above; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instrument in the real property records of Rockwall County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as "Exhibit C Amended 2022" is made to be an **AMENDED INSTRUMENT** in substitution of the instrument titled "**NOTICE OF FILING OF DEDICATORY INSTRUMENTS**" with attached "**EXHIBIT C, AUSTIN CORNERS HOMEOWNERS ASSOCIATION, INC. ASSESSMENT COLLECTION POLICY**" dated November 30th, 2015, filed December 2, 2015, instrument number 20150000019190, Real Property records of Rockwall County, Texas, together with any other filings of record (if any).

In Witness Whereof, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

Austin Corners Homeowners Association, Inc.

By: [Signature]
Authorized Agent, Jerry Brewer

ACKNOWLEDGEMENT

STATE OF TEXAS

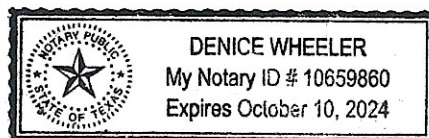
COUNTY OF ROCKWALL

BEFORE ME, the undersigned authority, on this day personally appeared Jerry Brewer, duly authorized agent of Austin Corners Homeowners Association, Inc., know to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

[Signature]
Notary Public, State of Texas
My Commission Expires 10.10.24

AFTER RECORDING RETURN TO:

Austin Corners Homeowners Association, Inc.
P.O. Box 532
Rockwall, Texas 75087-0532



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EXHIBIT C
(AMENDED 2022)

AUSTIN CORNERS HOMEOWNERS ASSOCIATION, INC.
ASSESSMENT COLLECTION POLICY

Austin Corners Homeowners Association, Inc. is a community (the “**Community**”) created by and subject that Declaration of Covenants, Conditions and Restrictions, recorded under instrument number 0000221588, Official Public Records of Rockwall County, Texas, as amended (the “**Covenant**”). The operation of the Community is vested in Austin Corners Homeowners, Inc. (the “**Association**”) acting through its board of directors (the “**Board**”). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, the Bylaws and rules of the Association (collectively, the “**Restrictions**”), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Covenant.

The Board hereby adopts this amended Assessment Collection Policy to establish equitable policies and procedures in accordance with state law for the collection of Assessments levied pursuant to the Restrictions. Terms used in the policy, but not defined, shall have the meaning subscribed to such term in the Restrictions.

Section 1. DELINQUENCY LATE CHARGES AND INTEREST

- 1-A. **Due Date.** An Owner will timely and fully pay assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, **January 1st**, or in such other manner as the Board may designate in its sole and absolute discretion.
- 1-B. **Delinquent.** Any assessment that is not fully paid when due is delinquent. The Association gives the Owner a **thirty (30) day grace period**. When the account of an Owner becomes delinquent on the 31st day, it remains delinquent until paid in full-including collection costs, interest and late fees.
- 1-C. **Late Fees and Interest.** If the Association does not receive full payment of an Assessment by 5:00 p.m. after the late day established by the Board, January 31st, the Association will assess a late charge fee of \$25.00 and interest at the rate of 10% per year or 0.833% per month until paid in full.
- 1-D. **Insufficient Funds.** The Association or managing agent will assess a Returned Check Fee of \$35.00 fee for any check returned to the Association marked “not sufficient funds” or the equivalent.
- 1-E. **Waiver.** Properly levied collection costs, late fees, and interest may only be waived by a majority of the Board.

Section 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association’s intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration on the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

Section 3. PAYMENTS

- 3-A. **Application of Payments.** After the Association notifies the Owner of a delinquency and the Owner’s liability for late fees or interest, and collection costs, any payment received by the Association shall be

applied in the following order starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

- (1) Delinquent Assessments
- (2) Current Assessments
- (3) Reasonable attorney's fees or third party collection costs associated with delinquent assessments.
- (4) Other reasonable attorney fees not subject of Section 3-A (3).
- (5) Reasonable fines assessed by the Association.
- (6) Any other reasonable amount owed to the Association.

- 3-B. **Payment Plans.** The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months and a maximum term of eighteen (18) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual terms of each payment plan offered to an Owner. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous plan in the last two (2) years. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.
- 3-C. **Notice of Payment.** If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded. The Association will not require the Owner to prepay the cost of the preparing and recording the release.
- 3-F. **Correction of Credit Report.** If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

Section 4. LIABILITY FOR COLLECTION COSTS

- 4-A. **Liability for Collection Costs.** The defaulting Owner is liable to the Association for the cost of title reports, assessment liens, certified mail, long distance calls, court costs, filing fees, attorney's fees, and other reasonable costs incurred as permitted under the Texas Property Code.

Section 5. COLLECTION PROCEDURES

- 5-A. **Delegation of Collection Procedures.** From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collection agent.
- 5-B. **Delinquency Notices.** If the Association has not received full payment of an assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or certified mail as required by state law, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.
- 5-C. **Verification of Owner Information.** The Association may obtain a title report to determine the names of the Owners.
- 5-D. **Notification of Credit Bureau.** The Association may report the defaulting Owner to one or more credit reporting services in accordance with applicable statutory requirements of the Texas Property Code.
- 5-E. **Collection By Attorney/Agent.** If the Owner's account remains delinquent the Association may refer the delinquent account to the Association's attorney or collection agent for collection. In the event an account is referred to the Association's attorney or collection agent, the Owner will be liable to the Association for

its legal fees and expenses allowed under law. Upon referral of a delinquent account to the Association's attorney/collection agent, the Association's attorney/collection agent will provide the following and take the following actions unless otherwise directed by the Board:

- (1) **Initial Notice:** Preparation of the Initial Notice of Demand for Payment Letter. If the amount is not paid in full within 45 days (unless such notice has previously been provided by the Association).
- (2) **Lien Notice:** Preparation of the Lien Notice of Demand for Payment Letter and record a Notice of Unpaid Assessment Lien (unless such notice has previously been provided by the Association). If the account is not paid within 30 days, then
- (3) **Final Notice:** Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose. If the account is not paid in full within 30 days, then
- (4) **Foreclosure of Lien:** Only upon specific approval by the majority of the Board.

Should any notice requirements mentioned above conflict with the Texas Property Code, state law requirements will be followed.

- 5-F. **Notice of Lien.** The Association's attorney/collection agent may cause a notice of the Association's Assessment lien against the Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner and may also be sent to the Owner's mortgagee.
- 5-G. **Cancellation of a Debt.** If the Board deems the debt to be uncollectable, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.
- 5-H. **Suspension of Use of Certain Facilities of Services.** The Board may suspend the use of the Common Area amenities by an Owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days.

Section 6. GENERAL PROVISIONS

- 6-A. **Independent Judgment.** Notwithstanding the contents of the detailed policy the officers, directors, manager and attorney of the association may exercise their independent, collective, and respective judgment in applying this policy.
- 6-B. **Other Rights.** This policy is in addition to and does not detract from the rights of the Association to collect assessments under the Association's Restrictions and the laws of the State of Texas.
- 6-C. **Limitations of Interest.** The Association, and its officers, directors, managers and attorneys intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Restrictions of any other document or agreement executed or made in connection with this policy the Association is not in any event to be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid assessments, or reimbursed to the Owner if those assessments are paid in full.
- 6-D. **Notices.** Unless the Restrictions, applicable law, or this policy provide otherwise, any notice of other written communications given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. The Association's records show that an Owner's property is owned by two (2) or more persons, notice to one Owner is deemed notice all co-Owners. Similarly, notice to one resident is notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.
- 6-E. **Amendment of Policy.** This policy may be amended from time to time by the Board.

6-F. Collections Policy Schedule. The Association collections policy schedule is attached.

AUSTIN CORNERS HOMEOWNERS ASSOCIATION, INC.



Duly Authorized Officer/Agent

02-2-2022
Date

Jerry Brewer
Printed Name

Austin Corners Homeowners Association Collection Policy

THIS POLICY IS EFFECTIVE ON THE DATE EXECUTED BELOW AND REPLACES ANY AND ALL PRIOR COLLECTION POLICIES. The following actions are performed to collect on delinquent accounts. The charges assessed to an owner's account for certain collection action noted below are subject to change without notice. Monthly late and handling fees are assessed to delinquent accounts according to the notification on the billing statement and a monthly past due letter with account analysis or a late statement is mailed.

| COLLECTION ACTION | DATE OF ACTION | NOTES |
|--|---|--|
| Initial Dues Invoice | First week of December | Delivered by hand or regular mail to members stating amount owed, due date of January 1 st and considered past due after January 31 st . |
| Past Dues Notice with Account Statement | February 1 st | This letter is to be mailed by certified mail only and a \$10.00 processing fee charged to the owners account. Additionally a late fee of \$25 will be assessed and interest at the rate of 10% per year or 0.833% per month until paid in full. This letter allows the owner forty-five (45) days from the date of the <u>delinquency notice</u> to pay or dispute the balance or request a payment plan. It also serves as a required formal notice of possible future collection action(s) such as referral to a collection agency, credit bureau reporting, property liens and/or foreclosure if payment is not received or if a payment plan option is not acted upon. |
| Referral to Association Attorney or Contracted Collections Agent if Applicable | 46 th day from Past Due notice sent. | Past due accounts that have not been resolved will be referred to the Association's attorney or contracted collections agent. Collection costs that are obligated to the Association as allowed in applicable state law will be added to the owners account. This may include but not limited to costs for title search, filing of liens, and foreclosure. Interest charges will be added for each month the delinquency has not cured. Upon payment in full a notice of release of lien will be processed and filed in the county at no additional charge to the owner. |
| Subsequent past due Statements | April 1st | Unless referred to a collections agent, a new statement with added interest for the previous month will be sent via electronic delivery to the delinquent owners registered email address or by regular mail with a \$10 processing fee to the delinquent owner. This will occur for each month a statement is sent thereafter until delinquency is cured or referred for collections. |
| Reporting of delinquent account to Credit Bureau | 30 Days from Past Due notice sent February 1 st or later as determined by the Board. | Cost associated with reporting to a credit bureau cannot be charged by the Association to the delinquent owner. However, the notice of 30 days is covered by the Past Dues Notice sent on or about February 1 st to the owner. The Association may refer this action to the contracted collections agent or Association attorney or initiate it on its own behalf. |

Signature-Authorized Board Member

Date

Printed Name

Jerry Brewer

12/02/2022

Abstract of Title

THIS ABSTRACT IS PREPARED BY THE BUREAU OF PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS, FROM THE PUBLIC RECORDS OF THIS COUNTY. THE ABSTRACT IS A SUMMARY OF THE RECORDS OF THIS COUNTY, AND IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE BUREAU OF PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

| DATE OF RECORD | RECORD NUMBER | RECORD TYPE |
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Filed and Recorded
Official Public Records
Jennifer Fogg, County Clerk
Rockwall County, Texas
12/05/2022 01:24:38 PM
\$50.00
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Jennifer Fogg