



ADDITIONAL DEDICATORY INSTRUMENT
for
LAKES OF BELLA TERRA COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Christopher J. Archambault who, being by me first duly sworn, states on oath the following:

“My name is Christopher J. Archambault, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

I am the attorney for LAKES OF BELLA TERRA COMMUNITY ASSOCIATION, INC. Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original, official documents from the Association’s files, which are kept in the normal course of business, by the custodian of records.

1. **Collection Policy**
2. **Deed Restriction Enforcement Policy**

DATED this 24th day of October, 2024.


**LAKES OF BELLA TERRA
COMMUNITY ASSOCIATION, INC.**

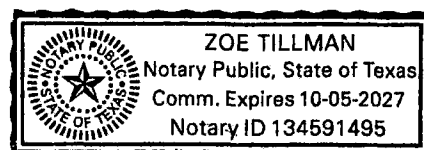
By: 

Name: Christopher J. Archambault
Attorney for LAKES OF BELLA TERRA
COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 24th day of October, 2024 by the said Christopher J. Archambault, Attorney for Lakes of Bella Terra Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.


Notary Public, State of Texas



LAKES OF BELLA TERRA COMMUNITY ASSOCIATION
COLLECTION POLICY

THE STATE OF TEXAS §
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 COUNTY OF FORT BEND §

In accordance with Section 202.006 of the Texas Property Code, the following Collection Policy was adopted by the Lakes of Bella Terra Community Association (the "Association"), with at least a quorum of the Board Members present. Such Collection Policy shall be effective upon the recording in the Fort Bend County Real Property Records.

ASSESSMENTS

1. Due Date. Assessments are due on January 1st of any given year. Any Special Assessment shall be due on the date specified upon adoption of a Special Assessment. Any assessment not paid within thirty (30) days of the Due Date shall be delinquent and the Owner shall be in default.
2. Late fees. If the assessment, or any other authorized charge or cost, is not paid by the Due Date, the Association may charge a Late Fee of \$25.00 a month beginning 30 days after the Due Date.
3. Interest. Assessments shall accrue interest at the rate of eighteen percent (18%) per annum, or such higher rate as may be permitted by law.

COLLECTION ACTIONS BY MANAGEMENT COMPANY

Upon an Owner's failure to timely pay an assessment, the Association's management company may take the following actions:

1. Delinquent Notice. The Association's management company may send out an initial delinquency notice in February of each year, or for any special assessment, within 30 days of the Due Date. Such notice may demand payment of the amount due, in addition to any interest or late fees.
2. Certified Letter. If the Owner does not pay the delinquent amount due within the time specified in the Delinquent Notice, the Association's management company shall send a Certified Letter (via USPS certified mail or as otherwise required by law) to the Owner providing 45 days to pay the past due balance. The Certified Letter shall also notify the Owner of their ability to enter into a payment plan, and that if they fail to timely pay the delinquent balance, the account shall be turned over to the Association's attorney's office for further collections. The Association, in addition to any other remedies, may also suspend an Owner's access rights to the Association's Common Area.

3. Administrative Fees. The Owner's account may be charged any Administrative Fees or costs incurred by the Association.
4. Account Transfer. If the Owner still fails to pay the delinquent balance due, the Association may turn the Owner's account over to the Association's attorney's office for further collection activity. Upon the account being transferred to the Association's attorney, the Owner's account shall be flagged as "attorney status," and all communications with the Owner shall be through the attorney's office. The Association shall not accept payments, correspond with or otherwise provide payoffs for accounts that are at the attorney's office without first consulting with the attorney.

COLLECTION ACTIONS BY THE ATTORNEY:

1. Initial Demand Letter. The Association's attorneys may send the Owner an Initial Demand Letter, allowing 30 days for payment of the delinquent amount due, including any associated expenses, fees, costs, and attorney fees.
2. Final Demand Letter and Notice of Unpaid Assessment. The Association's attorney may prepare and file a Notice of Unpaid Assessment lien in the County Real Property Records and send a Final Demand Letter allowing the Owner an additional fifteen (15) days to pay the delinquent amount due.
3. Lawsuit. If the Owner fails to timely pay the delinquent amount due, the Association may authorize the filing of a lawsuit against the Owner to collect the past due amounts. Pursuant to the Association's Declaration, the Association retains a lien on the Owner's property which may be foreclosed upon.
4. Foreclosure. Upon securing a final judgment against an Owner for failure to pay the delinquent amount due, in addition to the recovery of any associated costs, late fees, interests, and attorney fees, the Association may foreclose on the judgment and/or execute on any non-exempt assets of an Owner.
5. Additional Remedies. The attorney is further authorized to take any other action, at law or in equity, on behalf of the Association to collect the past due amounts from the Owner. The remedies provided herein are not exclusive and the Association may avail itself to any other remedies available at law or in equity.

PAYMENT PLANS

1. Partial Payments. Partial payments, or any payment of less than the full amount due, may not be accepted until and unless the Owner has entered into a signed, written payment plan agreement. Any partial payments may be returned to the Owner.
2. Payment Plans. In addition to any requirements outlined in Section 209.0062 of the Texas Property Code, as the same may be amended, the attorney is authorized to work out an

agreed payment plan with an Owner to include the full amount due, including all additional costs, expenses, administrative fees, late fees, interest and attorney fees, as well as any future fees which may be incurred during the lifetime of the payment plan. The minimum term for a payment plan shall be three (3) months. The Association is not required to enter into a payment plan with an Owner who defaulted on a payment plan in the prior two (2) years, or an Owner who failed to enter into a payment plan within the time provided in Section 209.0064 of the Texas Property Code. Except as provided by law, the Association's Board of Directors, in their sole discretion, may determine whether to approve an Owner for a payment plan and the terms thereof.

3. Attorney Fees. The Owner shall be responsible for the reimbursement of all charges, costs, and attorney fees incurred by the Association in the collection of the delinquent balance.

MISCELLANEOUS

1. Insufficient Funds. Any Owner payment which is denied by the bank, or otherwise returned for insufficient funds ("NSF"), may result in an administrative and/or processing fee being charged to the Owner's account. In addition, the Association may require that any future payments be submitted by certified funds, including cashier's check or money order. In addition to any NSF fee(s), the Owner may be charged for any additional fees incurred by the Association related to proceeding with collection of the amount due.
2. Owner's Information. It is the responsibility and obligation of each Owner to provide the Owner's mailing address and contact information to the Association and to promptly notify the Association in the event the Owner's contact information changes. In order to be effective, notice of the Owner's mailing address or a change of the Owner's mailing address must be mailed to the Association by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. It is the Owner's responsibility to maintain evidence of receipt by the Association of Owner's notice of address change. The Association may, at its discretion, accept a notification of a change in an Owner's mailing address sent by regular mail or e-mail, however, an Owner that disputes the mailing address listed in the Association's records must be able to prove that the Owner sent an address change notification by providing evidence of receipt by the Association of Owner's notice of address change that was sent by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. Unless the Association is otherwise notified in writing, the Owner's mailing address shall be deemed to be the street address of the Owner's Lot or the last alternative mailing address provided to the Association by the Owner in writing. All notices to an Owner pursuant to these Bylaws shall be mailed to the Owner at the Owner's last known mailing address. If mail to an Owner is returned undelivered, or the Association otherwise reasonably determines that the last known mailing address of the Owner may not be valid, the Association has the right, but not the obligation, to conduct a title search or other searches for the purpose of attempting to either verify the Owner's current mailing address or to obtain the Owner's current mailing address. Any costs incurred by the Association to verify an Owner's current mailing address or obtain an Owner's current mailing address shall be, to the extent

permissible under the Association's Dedicatory Instruments and state law, charged to the Owner. The failure of an Owner to receive a notice(s) or to properly notify the Association of a change in an Owner's mailing address shall in no way waive or negate the Owner's obligation to pay any Assessment or charge(s) authorized by the Declaration or state law. The submission of a check or other form of payment to the Association which sets forth an alternative address does not constitute notice of a change of an Owner's mailing address.

This Collection Policy supersedes any previous resolutions adopted by the Association regarding the collection of assessments.

This policy was approved by the Board of Directors on the 17 day of OCT, 2024

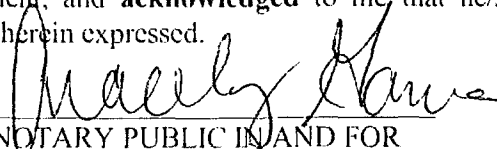
LAKES OF BELLA TERRA COMMUNITY
ASSOCIATION

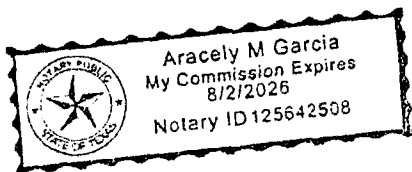
By: 
Signature (Board President)

MANJUR RAHMAN
Print Name (Board President)

THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

BEFORE ME, the undersigned notary public, on this the 17 day of October, 2024, personally appeared Manjur Rahman, Board President of LAKES OF BELLA TERRA COMMUNITY ASSOCIATION, known to me to be the person whose name is subscribed to the foregoing instrument, and **acknowledged** to me that he/she executed the same for the purpose and in the capacity therein expressed.


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



LAKES OF BELLA TERRA COMMUNITY ASSOCIATION
DEED RESTRICTION ENFORCEMENT POLICY

THE STATE OF TEXAS §
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 COUNTY OF FORT BEND §

In accordance with Section 202.006 of the Texas Property Code, the following Deed Restriction Enforcement Policy was adopted by the Lakes of Bella Terra Community Association (the "Association"), with at least a quorum of the Board Members present. Such Deed Restriction Enforcement Policy shall be effective upon the recording in the Fort Bend County Real Property Records.

DEED RESTRICTION ENFORCEMENT

Any violation of a provision contained in the Associations governing documents (included but not limited to the Association's Declaration, Bylaws, Policies, Rules, Guidelines) or other dedicatory instrument adopted by the Association, shall be subject to the following:

1. Violation Letter. The Association, or the Association's authorized community manager, shall cause to be sent a violation letter which complies with Section 209.006 of the Texas Property Code, as it may be amended;
2. Hearing. The Owner is entitled to request a hearing with the Association's Board of Directors within thirty (30) days from the of the Violation Letter. See Section 209.006 of the Texas Property Code.
3. Self-Help. If an Owner fails to cure the violation on their property, the Association may, hire a contractor to conduct such work necessary to cure the violation and charge any costs or expenses to the Owner's account.
4. Attorney. Upon expiration of the Violation Letter, if the violation is not cured, the Association may turn the matter over to the Association's attorney for further enforcement; at which time, the Owner shall be responsible for the payment of all costs and attorney fees incurred by the Association;
5. Fines. In the event a lawsuit is necessary, Owners may be fined up to \$200.00 per day in accordance with Section 202.004 of the Texas Property Code.
6. Reservation of Rights. The Association maintains the authority to deviate from these procedures as set forth above. Nothing herein is intended to preclude the Association from seeking other available remedies at law or in equity.

ENFORCEMENT BY THE ATTORNEY:

1. Initial Demand Letter. The Association's attorneys may send the Owner an Initial Demand Letter, allowing 30 days for the Owner to cure the violation and to pay any associated expenses, fees, costs, and attorney fees.
2. Final Demand Letter and Notice of Non-Compliance. The Association's attorney may prepare and file a Notice of Non-Compliance in the County Real Property Records and send a Final Demand Letter allowing the Owner an additional fifteen (15) days to cure the violation and to pay any associated expenses, fees, costs and attorney fees.
3. Lawsuit. If the Owner fails to cure the violations, the Association may authorize the filing of a lawsuit against the Owner to seek an injunction, as well as the recovery of all associated expenses, fees, costs, and attorney fees.
4. Foreclosure. Upon securing a final judgment against an Owner for failure to pay the delinquent amount due, in addition to the recovery of any associated costs, late fees, interests, and attorney fees, the Association may abstract the judgment and/or execute on any non-exempt assets of an Owner.
5. Additional Remedies. The attorney is further authorized to take any other action, at law or in equity, on behalf of the Association to obtain compliance with the Association's governing documents and to collect the past due amounts from the Owner. The remedies provided herein are not exclusive and the Association may avail itself to any other remedies available at law or in equity.

MISCELLANEOUS

1. Owner's Information. It is the responsibility and obligation of each Owner to provide the Owner's mailing address and contact information to the Association and to promptly notify the Association in the event the Owner's contact information changes. In order to be effective, notice of the Owner's mailing address or a change of the Owner's mailing address must be mailed to the Association by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. It is the Owner's responsibility to maintain evidence of receipt by the Association of Owner's notice of address change. The Association may, at its discretion, accept a notification of a change in an Owner's mailing address sent by regular mail or e-mail, however, an Owner that disputes the mailing address listed in the Association's records must be able to prove that the Owner sent an address change notification by providing evidence of receipt by the Association of Owner's notice of address change that was sent by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. Unless the Association is otherwise notified in writing, the Owner's mailing address shall be deemed to be the street address of the Owner's Lot or the last alternative mailing address provided

to the Association by the Owner in writing. All notices to an Owner pursuant to these Bylaws shall be mailed to the Owner at the Owner's last known mailing address. If mail to an Owner is returned undelivered, or the Association otherwise reasonably determines that the last known mailing address of the Owner may not be valid, the Association has the right, but not the obligation, to conduct a title search or other searches for the purpose of attempting to either verify the Owner's current mailing address or to obtain the Owner's current mailing address. Any costs incurred by the Association to verify an Owner's current mailing address or obtain an Owner's current mailing address shall be, to the extent permissible under the Association's Dedicatory Instruments and state law, charged to the Owner. The failure of an Owner to receive a notice(s) or to properly notify the Association of a change in an Owner's mailing address shall in no way waive or negate the Owner's obligation to cure any violations or pay any charge(s) authorized by the Declaration or state law. The submission of a check or other form of payment to the Association which sets forth an alternative address does not constitute notice of a change of an Owner's mailing address.

This Deed Restriction Enforcement Policy supersedes any previous resolutions adopted by the Association.

This policy was approved by the Board of Directors on the 17 day of OCT, 2024

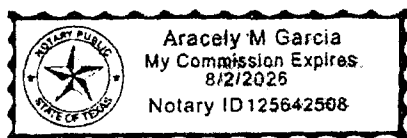
LAKES OF BELLA TERRA COMMUNITY
ASSOCIATION

By: [Signature]
Signature (Board President)

MONJUR RAHMAN
Print Name (Board President)

THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

Ogden BEFORE ME, the undersigned notary public, on this the 17 day of October, 2024, personally appeared Monjur Rahman, Board President of LAKES OF BELLA TERRA COMMUNITY ASSOCIATION, known to me to be the person whose name is subscribed to the foregoing instrument, and **acknowledged** to me that he/she executed the same for the purpose and in the capacity therein expressed.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS