

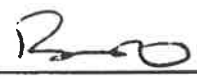
DOC #2020020874

CORPORATE CERTIFICATE
LAKE BREEZE COMMUNITY ASSOCIATION, INC.

The undersigned certifies that he is the attorney for LAKE BREEZE COMMUNITY ASSOCIATION, INC. (the "Association"). The Association is the property owners' association for Lake Breeze Section One and Lake Breeze Section Two, subdivisions in Montgomery County, Texas (collectively the "Subdivision"), according to the maps or plats thereof recorded in the Map Records of Montgomery County, Texas.

The Association is a Texas nonprofit corporation, and attached to this certificate is a true and correct copy of the **COLLECTION POLICY**.

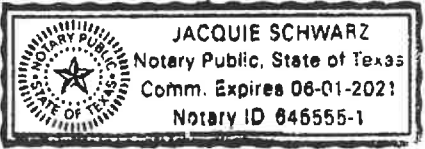
Signed this 2nd day of March, 2020.

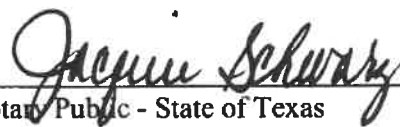


BRYAN P. FOWLER, Attorney

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 2nd day of March, 2020, by BRYAN P. FOWLER, Attorney for LAKE BREEZE COMMUNITY ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.

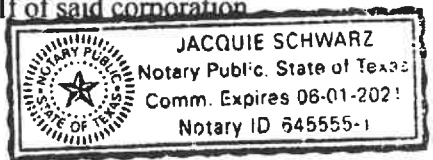




Notary Public - State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 2nd day of March, 2020, by BRYAN P. FOWLER, Attorney for LAKE BREEZE COMMUNITY ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.





Notary Public - State of Texas

AFTER RECORDING RETURN TO:
BRYAN P. FOWLER
The Fowler Law Firm
300 West Davis, Suite 510
Conroe, Texas 77301

**COLLECTION POLICY OF
LAKE BREEZE COMMUNITY ASSOCIATION, INC.**

WHEREAS, the property affected by this Collection Policy is subject to certain dedications, covenants and restrictions (the "Declaration") set out in instruments recorded in the Official Public Records of Montgomery County, Texas, as follows:

- Clerk's File No. 2006-060360;
- Clerk's File No. 2008-018442;
- Clerk's File No. 2020-001723; and

WHEREAS, pursuant to the authority vested in Lake Breeze Community Association, Inc. (the "Association") in the Declaration and as required by the TEXAS PROPERTY CODE, the Board of Directors of the Association (the "Board") hereby promulgates the following Records Production Policy; and

WHEREAS, the Board desires to establish a collection policy for the Association; and

NOW, THEREFORE, BE IT RESOLVED that the following Collection Policy is hereby established by the Association:

I. DUE DATE

A. ANNUAL ASSESSMENT

The Annual Assessment shall be due and payable annually in advance on the first day of each calendar year (or such other day as the Board may designate by written notice to all Owners). Payment of the Annual Assessment shall be in default if such Annual Assessment is not paid to the Association on or before thirty (30) days from the due date for such payment.

B. SPECIAL ASSESSMENT

Special Assessments shall be payable on or before ten (10) days after the date on which an invoice has been sent to an Owner.

C. DELINQUENCY

If any Annual Assessment, special assessment, or other sum due the Association is not paid in full and received by the Association by 5:00 p.m. on the date when due, then such Assessment shall become delinquent.

D. DISPUTED CHARGES

Charges disputed by an Owner shall be verified by the Association and are considered delinquent until such time as they are paid in full.

II. LATE CHARGE

If any Assessment or any part thereof remains unpaid from and after the due date, a late charge may be assessed against the non-paying Owner(s) in an amount of \$75.00.

III. COLLECTION COSTS

The Association may charge an Owner for any administrative costs and fees related to the collection of the Assessments and other sums due the Association pursuant to the Declaration ("Collection Cost").

IV. SERVICE CHARGE

An Owner will be assessed a service charge for any check that is returned or Automatic Clearing House (ACH) debit that is not paid for any reason, including but not limited to Non-Sufficient Funds (NSF) or stop payment order. The amount of the service charge assessed will be determined by the Board.

V. DELINQUENCY NOTIFICATION

The Association may cause to be sent one or more of the following notification(s) to delinquent Owners:

A. PAST DUE NOTICE

In the event that an Assessment account balance remains unpaid fifteen (15) days from the due date, a Past Due Notice may be sent via regular mail to each Owner with a delinquent account setting forth all Assessments, late charges and other amounts due. A charge of thirty dollars (\$30.00) will be added as collection costs to cover administrative and postage costs.

B. FINAL NOTICE

In the event that an Assessment account balance remains unpaid thirty (30) days from the due date, a Final Notice may be sent via certified mail to each delinquent Owner. A charge of thirty dollars (\$30.00) will be added to each delinquent Owner's account balance as a Collection Cost to cover administrative and postage costs. The Final Notice will set forth the following information and results of failure to pay, including an explanation of:

1. Amounts Due: All delinquent Assessments, late charges and other amounts due;

2. Attorney Fees: Explanation that the delinquent account will be turned over to legal counsel for collection and that the Association will incur reasonable attorney's fees, for which reimbursement from the Owner(s) will be sought.
3. Payment Plan: Offer of a payment plan which describes the options the Owner has to avoid having the account turned over to a collection agent, including information regarding availability of a payment plan through the Association.
4. Period in Which to Cure: Provide a period of at least 30 days for the Owner to cure the delinquency before further collection action is taken.

If at the time the Association receives a payment from an Owner and the Owner is in default under a payment plan entered into with the Association, the Association is not required to apply the payment in the order of priority specified herein.

C. DELINQUENCY NOTICE RECORDED

The Association may execute and record a document setting forth as to any Lot the amount of delinquent sums due the Association at the time of such document is executed and the fact that a lien exists to secure payment thereof.

VI. APPLICATION OF PAYMENTS

All payments received shall be applied in the following order: (1) any delinquent assessment; (2) any current assessment; (3) any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could not provide the basis for foreclosure; (4) any attorney's fees incurred by the Association that are not subject to subdivision (3) herein; (5) any fines assessed by the Association; and (6) any other amount owed to the Association. The acceptance of a partial payment on an Owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on said Owner's account.

VII. REFERRAL OF ACCOUNT TO ASSOCIATION ATTORNEY

Upon referral of the account to the Association attorney, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including, but not limited to, sending demand letters, filing a lawsuit against the delinquent Owner(s) for a money judgment (instituting a foreclosure action); and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

VIII. BANKRUPTCIES

Upon receipt of any notice of a bankruptcy of an Owner, the account shall be turned over to the Association's attorney so that the Association's interests may be protected.

IX. WAIVER/MODIFICATION OF POLICY

The Board, in its sole and absolute discretion, may grant a waiver of any provision or otherwise modify any of the procedures contained herein upon a petition of an Owner showing a personal hardship or just cause. Granting a waiver, or modifying the procedure contained herein by the Association, shall not be relied on by any Owner, or any other person or entity, as a precedent in requesting or assuming waivers or modifications as to any other Owner or matter. Action by the Board in granting or denying a waiver or modification is a decision based expressly on one unique set of circumstances and need not be duplicated for any other request by any Owner(s) or the same Owner(s) for any reason whatsoever.

X. REQUIRED ACTION

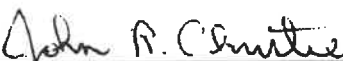
Nothing contained herein, not otherwise required by the Declaration, shall require the Association to take any of the specific actions contained herein. The Board of the Association shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as in its best judgment deems reasonable.

This is to certify that the foregoing Collection Policy was adopted by the Board of Directors by unanimous consent, effective as of January 31st, 2020, until such date as it may be modified, rescinded or revoked.

The Board of Directors hereby approves and authorizes the above Collection Policy.

Signed this 31st day of January, 2020.

LAKE BREEZE COMMUNITY ASSOCIATION, INC.



JOHN R. CHRISTIE A/K/A JACK CHRISTIE, President

FILED FOR RECORD
03/03/2020 12:04PM



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.

03/03/2020



County Clerk
Montgomery County, Texas