

AFTER RECORDING, PLEASE RETURN TO:

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Henry Oddo Austin & Fletcher, P.C.  
1700 Pacific Avenue  
Suite 2700  
Dallas, Texas 75201

ELECTRONICALLY RECORDED 201200152133  
05/29/2012 11:50:30 AM DEDICATION 1/8

**SECOND SUPPLEMENTAL  
CERTIFICATE AND MEMORANDUM OF RECORDING OF  
DEDICATORY INSTRUMENTS FOR WIND RIDGE ESTATES  
PHASES I AND II HOMEOWNERS' ASSOCIATION, INC.**

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

The undersigned, as attorney for Wind Ridge Estates Phases I and II Homeowners' Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instrument affecting the owners of property described on Exhibit B attached hereto, hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

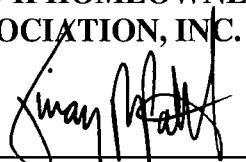
- ***Wind Ridge Homeowners Association, Inc. - Collection of Assessments and Payment Policy*** (Exhibit A).

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the dedicatory instrument.

**IN WITNESS WHEREOF**, Wind Ridge Estates Phases I and II Homeowners' Association, Inc. has caused this Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with the office of the Dallas County Clerk and serves to supplement that

certain Certificate and Memorandum of Recording of Association Documents for Wind Ridge Estates Phases I and II Homeowners' Association, Inc. filed on February 28, 2000, and recorded in Volume 2000040, Page 2554, *et seq.* of the Official Public Records of Dallas County, Texas; and that certain First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Wind Ridge Estates Phases I and II Homeowners' Association, Inc. filed on January 5, 2012, and recorded as Instrument No. 201200003487 in the Official Public Records of Dallas County, Texas


**WIND RIDGE ESTATES PHASES I  
AND II HOMEOWNERS'  
ASSOCIATION, INC.**

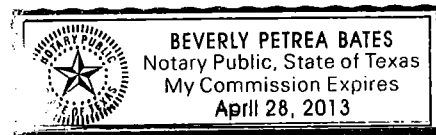
By:   
Its: Attorney

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Wind Ridge Estates Phases I and II Homeowners' Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 29<sup>th</sup> day of May, 2012.

  
Notary Public, State of Texas



**WIND RIDGE ESTATES PHASES I AND II  
HOMEOWNERS' ASSOCIATION, INC.**

**COLLECTION OF ASSESSMENTS  
& PAYMENT POLICY**

**WHEREAS**, the Board of Directors (the "*Board*") of Wind Ridge Estates Phases I and II Homeowners' Association, Inc. (the "*Association*") finds there is a need to establish orderly procedures for the collection of assessments as set forth in the Declaration of Covenants, Conditions and Restrictions for the Association, as amended from time to time, (the "*Declaration*"), as well as the Bylaws of the Association (the "*Bylaws*"), and Policies (collectively, the "*Governing Documents*").

**NOW, THEREFORE, IT IS RESOLVED** that the following procedures and practices are established for the enforcement of the Governing Documents and the Authority established in those Governing Documents to collection mandatory assessments for the purposes established in the Declaration, and where collecting assessments from all members who are required to pay assessments creates equity amongst all members. With this adopted Policy, the Board hereby authorizes the Managing Agent and its "Representatives" to carry out the functions related to enforcement of this Policy in every aspect as contained herein and authorizes the expenditure of charges and fees associated with these collection efforts to be paid for by the Association and added to the account of such member whose assessment had become delinquent, requiring collection efforts

**I. Definitions & Conditions**

**A. Authority** – No authority is contained herein or expressed that does not exist by way of the authority granted in the recorded Declaration, Bylaws, Articles of Incorporation, or amendments thereto, which together with the recorded Policies constitute the Governing Documents for the Association. The Governing Documents by virtue of the Statutory authority and limitations provided by the State of Texas create a secured lien against the Owner and their Property for collection of all Assessments, Collection Charges, Legal Fees and Applied Interest associated with Assessments and the efforts required to collect unpaid Assessments.

**B. Conflict in Authority** – Where any conflict may exist or occur between the authorities contained in the Governing Documents, this "Collection of Assessments and Payment Policy" or any written or expressed agreement(s) or contract(s) for services to secure collection of Assessments, this "Collection of Assessments and Payment Policy" which is adopted in accordance with State Law will prevail.

**C. Assessment(s)** – Assessments, subject to this policy and collections will include all Regular or Special Assessments, Special Assessments for Non-Compliance, Special Assessments for the purpose of defraying Operating or Capital Expenditures or any Assessment that is duly approved by the Board of Directors under the authority granted in the Governing Documents.

**D. Due Date(s) for Payment of Assessment** – The due date for payment of any Regular or Special Assessments will be established by the Board of Directors in their discretion and within the limits and authority granted under the Governing Documents.

**E. Late Fees & Applied Interest** – Any Late fees or Applied Interest which are applied as a result of and due to assessments which are paid late, will be done in accordance with the

No disputes will be supported or validated based on an Owner's *unwillingness or refusal* to pay their assessments.

## **II. Collection Process**

**A. Assessment Notification Statement** – Any Assessment levied by the Association against an Owner or Property, will be considered due upon mailing to the Owner by the Association (or its Representative) by depository of a statement or letter in the U.S. Mail advising Owner of such assessment. Any such statement shall contain the due date, address to mail the assessment and any contact information needed by Owner to verify the debt or to make request for payment plan assistance. If an assessment is not paid within the time and date specified in the Assessment Notification, it will be considered "Delinquent" and in default of Owner's obligation to pay assessments as required by the Governing Documents.

**B. Optional Courtesy Notice** – The Board of Directors may, but is not obligated to, extend the date which is considered late for payment of assessments by sending courtesy notice to an Owner without penalty of late fees, charges or interest applied. Such courtesy notice will be at the sole option of the Board of Directors and not provide waiver of obligation to pay the Assessments by the date contained in the Assessment Notification Statement. The Board or its Representative may, in lieu of this notice, proceed immediately to the First Collection Notice, set forth below.

**C. First Collection Notice** – Sent by regular first class mail to the address, which is registered by the Owner with the Association, and sent no sooner than 30 days from the date the assessment became delinquent. This notice identifies the amount due, contact information to make payment plan arrangements, default date and Military exemptions.

**D. Second Collection Notice/Default Notice** – Sent by regular first class mail and certified mail to the address, which is registered by the Owner with the Association and sent no sooner than 60 days from the date the assessment became delinquent. This letter provides notice that Owner is in default, the amounts due to resolve the unpaid balance, contact information to make payment plan arrangements, deadline for making arrangements prior to referral to legal counsel which will incur legal costs that Owner is responsible for and Military exemptions.

**E. Attorney Demand Notice** – Sent by regular first class mail and certified mail to the address, which is registered by the Owner with the Association and sent no sooner than 90 days from the date the assessment became delinquent. This letter provides notice that Owner's property will have a Notice of Assessment Lien filed against their property if the account balance is not resolved and cost associated with this notice is charged against Owner's account along with any applicable late fees, interest or costs of collection.

**F. Notice of Lien** – Sent by regular first class mail and certified mail to the address, which is registered by the Owner with the Association and sent no sooner than 120 days from the date the assessment became delinquent. This notice advises Owner that a Notice of Assessment Lien has been filed against Owner's property and that the cost for filing such Notice of Assessment Lien has been charged against the Owner's account.

**G. Final Demand Notice (Optional)** – Sent by regular first class mail and certified mail to the address, which is registered by the Owner with the Association and sent no sooner than 150 days from the date the assessment became delinquent. This notice advises Owner of the debt, including any Legal Costs, Late Fees, Interest or Costs of Collection which have been applied

Governing Documents and within the state and federal Fair Debt and Collection Laws. Any Owner who does not pay their assessment by the due date(s) stipulated is subject to these fees and interest.

**F. Application of Late Fees, Collection Charges, Legal Fees and Interest** – An Owner who does not pay their assessment by the due date(s) specified, will also be subject to and responsible for any applicable Late Fees, Interest, Costs of Collection and Legal Costs that are Associated with collection efforts, that became necessary to resolve the unpaid assessment(s). The Board of Directors on behalf of the Association agrees to pay for such services rendered, with the costs for such services levied against an Owner's account (who required collection efforts).

**G. Payment Plans, Payment Application & Partial Payments** – The Board of Directors and Representatives are authorized to enter into payment plans which are acceptable to resolve an Owner's unpaid balance and within Statutory requirements. All payment plans made through the Association's Management Representative will be made by Owner and agreed to in writing using the Association's payment plan form only. No payment plans will be made via email or verbal agreement. No payment plans will extend beyond the three (3) month statutory requirement, without the express written approval of the Board of Directors. The Board of Directors or its Representatives are not required to accept partial payments towards an unpaid balance, which are not made as part of an approved payment plan. Any payment(s) made to resolve an Owner balance as part of an approved payment plan, will be applied to (1) Past Due Assessments; (2) Current Assessments; (3) Attorney Fees/Collection Fees; (4) Other Attorney Fees; (5) Fines; (6) Other Amounts.

**H. Exceptions** – The Board of Directors or its Representatives on behalf of the Association are not required to offer payment plans to Owner's who have defaulted on a payment plan within 2 years. If an Owner defaults on a payment plan, neither the Board of Directors nor its Representatives are required to apply payments to the Owner's account in the priority order listed herein.

**I. Address Registration** – It is the responsibility of the Owner to register their mailing address or point of delivery address with the Association.

**J. Notices** – Unless otherwise provided in this Collection of Assessments and Payment Policy, all notices shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by United States Mail, first-class postage prepaid, to the Owner at the address which the Owner has designated in writing or registered with the Association.

**K. Method of Payment** – Payment for Assessment balances can be paid by Check, Certified Funds, E-Check (through homeowner's bank) or Online through the Community's website (where available and at an additional charge). If at any point during the Assessment and Collection Process an Owner's check remittance is returned unpaid by their bank, the Association's representatives may require certified funds to replace the returned check including a returned check fee. Payment on balances that do not clear the entire balance posted cannot be made through online payment services.

**L. Dispute of Debt** – Within this Collection of Assessment and Payment Policy, each Owner has the right to submit in writing to the Association, through its Attorney or Representative, a "Dispute of Debt". Any such Dispute of Debt, must specify the reason of dispute including any supporting information which might help determine the debt invalid or inaccurate. Disputes may only be considered as they relate to the accuracy of the debt reflected.

and incurred in an effort to collect this debt and Owner's responsibility to remedy the balances owed. This notice advises the next step in the collection process will be a "Pre-Suit Notice".

**H. Pre-Suit Notice** – Sent by regular first class mail and certified mail to the address which is registered by the Owner with the Association and sent no sooner than 150 days from the date the assessment became delinquent and 20 days prior to the Association filing Plaintiff's Original Petition seeking an Order of Sale of the property.

**I. Judicial Foreclosure** – The Board of Directors will review any collection of debt at this point. If approved by the Board, Plaintiff's Original Petition will be filed with the District Court not sooner than 20 days from the date of the Pre-Suit Notice with the following process:

1. Plaintiff's Original Petition sent to the District Clerk and sets forth the amount of the debt including Legal Fees, Late Fees, Interest on the Debt and Costs of Collection.
2. District Court will issue Citations to be served on Owners of property.
3. Owner(s) will need to respond to the Citation on or before 10 am on the Monday next following the expiration of 21 days after the date of service.
4. If Owner(s) files a response to Court Citation, the Association may file a Motion for Summary Judgment.
5. If Owner(s) does not file a response to the Court Citation, the Association Attorney will file a Motion for Default Judgment.

**J. Order of Sale** – The Association will request an Order of Sale commanding any Sheriff or Constable in the State of Texas, to seize and sell the Property in satisfaction of this Judgment, as well as all costs and attorneys' fees incurred by the Association related to the judicial sale of the Property.

**K. Foreclosure Sale** – After all other process has been taken and collection efforts made affording Owner the opportunity to resolve their unpaid balance(s), the Sheriff or Constable will conduct a sale on the 1<sup>st</sup> Tuesday of the month, as scheduled by the Sheriff or Constable.


**L. Notice of Right of Redemption** – Within 30 days from the Foreclosure Sale, written notice will be sent to the Owners advising that the foreclosure took place and that said Owners have a right to redeem the property within 180 days from the date of the Notice.

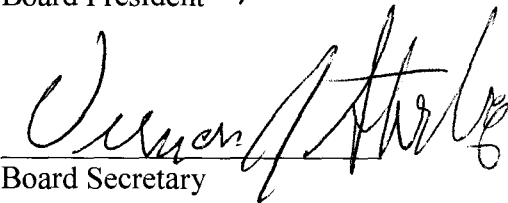
### **Article III. Military Exemptions**

Person(s) serving in the U.S. Military are afforded certain protections during active military duty and for up to nine (9) months from the date Active Military Duty concludes.

**IT IS FURTHER RESOLVED** that this Collection of Assessments and Payment Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended by the Board of Directors, and shall be filed of record with the Office of the Dallas County Clerk.

This is to certify that the foregoing resolution was adopted by a majority of the entire Board of Directors at a meeting of same held or by electronic means on May 17, 2012, and has not been modified, rescinded or revoked.

DATE: 17 May 2012   
Board President

DATE: 17 May 2012   
Board Secretary

## **EXHIBIT B**

Those tracts and parcels of real property located in the City of Dallas, Dallas County, Texas and more particularly described as follows:

- (a) **All lots and tracts of land situated in Wind Ridge, Phase I, an Addition to the City of Dallas, Dallas County, Texas, according to the Plat thereof recorded in Volume 88099, Page 604, Map Records, Dallas County, Texas; and**
  
- (b) **All lots and tracts of land situated in Wind Ridge Phase II, an Addition to the City of Dallas, Dallas County, Texas, according to the Plat thereof recorded in Volume 88132, Page 1397, Map Records, Dallas County, Texas.**

**Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
05/29/2012 11:50:30 AM  
\$44.00  
201200152133**

