

COBBLESTONE COURT OWNERS ASSOCIATION, INC.

POLICY RESOLUTION: ASSESSMENT PAYMENTS AND COLLECTIONS

I, Joe Pyle, Secretary of Cobblestone Court Owners Association, Inc., a Texas non-profit corporation (the "Association"), do hereby certify at the regular meeting of the Board of Directors of the Association held on June 29, 1995, with at least a majority of the Directors being present thereat and remaining throughout and being duly authorized to transact business, the following resolution was duly made and approved:

WHEREAS, on July 6, 1979, that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions" for Cobblestone Court Owners Association, Inc. (the "Declaration") was filed in Volume 132, Pages 1521 - 1624 of the Condominium Records of Harris County, Texas; and

WHEREAS, the By-Laws of Cobblestone Court Owners Association were also executed in 1979; and

WHEREAS, the preamble of the Declaration provides the administration of the Association shall be in accordance with the provisions of the Declaration and the By-Laws of the Association; and

WHEREAS, Article IV of the Declaration and Article VII of the By-Laws provide the Board of Directors has the power and duty to carry on the administration of the Association and do all of the things necessary and reasonable in order to carry out the communal aspect of condominium ownership; and

WHEREAS, Article VI Section 6.1 of the Declaration creates an assessment obligation for owners of units in the Association; and

WHEREAS, Article VI, Section 6.1 of the Declaration further provides that the budgeted common expenses and any assessment including budgeted common expenses properly levied pursuant to the Association's Declaration and Bylaws, and the laws of the State of Texas shall be a lien upon each unit, and shall be the personal obligation of the owner of each unit; and

WHEREAS, there is a need to establish orderly procedures for the billing and collection of said assessments;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors, on behalf of the members of the Association, duly adopts the following assessment procedures:

I. ROUTINE COLLECTIONS

A. All monthly installments of annual assessments shall be due and payable in advance on the first day of the month ("Due Date"); all special assessments shall be due and payable on the first day of the next month following delivery to the owner of notice of such special assessment, or such other dates as elected by the owner and approved by the Board of Directors if an extended payment period is provided as an alternative (also the "Due Date").

B. All documents, correspondence, and notices relating to the charges shall be mailed to the address which appears on the books of the Association or to such other address as is designated in writing by an owner.

C. Non-receipt of an invoice shall in no way relieve the owner of the obligation to pay the amount due by the Due Date.

II. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

A. If payment of the total assessment due and owing, including all charges and late fees, is not received by the managing agent on the Due Date, the account shall be delinquent.

B. If an owner defaults in paying the sum assessed against his/her unit thirty (30) days after the Due Date, or defaults in remitting full payment on the balance due, the owner shall be charged interest at the rate of ten percent (10%) per annum;

C. A "Late Notice" shall be sent by the managing agent every month to owners who owe assessments or other charges.

D. An Association Demand Letter (the "Association Demand Letter"), substantially in the form of Exhibit A to this Resolution, shall be sent by the managing agent in the second month of delinquency to owners who have not paid all assessments in full, requiring payment in full within ten days of the date of the notice.

E. If any owner shall fail to pay the full amount due within the ten days specified in the Association Demand Letter pursuant to Section II(D) above, the matter shall be forwarded to legal counsel or a designated collection agent in the third month of delinquency. A letter from legal counsel, or a designated collection agent, shall be mailed to the owner by first class mail and certified mail, return receipt requested, with all related attorney and collection costs added to the owner's account. In addition to filing for non-judicial foreclosure in the third month of delinquency (to allow for foreclosure in the fifth month of delinquency if any owner shall fail to pay in full), the Association's legal counsel may file civil action suit(s) to recover the amounts owed the Association, and legal counsel is authorized to take such other actions as may be reasonably necessary to collect any monies due for delinquent assessments.

F. Owners whose monthly assessments have not been received by the managing agent for the Association by the due date of each month or who have not paid their delinquent balance in full by the due date of each month will, on the first day of business after the due date of each month, be charged \$5.00 for every computer-generated statement of account, sent monthly by the managing agent to owners delinquent more than \$50.00, \$10.00 for every demand letter mailed the managing agent and \$15.00 for the managing agent's referring a delinquent owner to the attorney and for follow-up correspondence.

G. Pursuant to the authority granted to the Association in the Covenants, Conditions and Restrictions, if an owner's default in paying an installment of any assessment levied against his/her Unit continues beyond the Due Date, the Board of Directors, at its option, may accelerate the remainder of the assessment installments and declare them due and payable in full.

H. All costs incurred by the Association as a result of any violation of the Covenants, Conditions and Restrictions, Bylaws, Rules and Regulations or Resolution of the Board of Directors of the Association, by an owner, his/her family, employees, agents or licensees, shall be specially assessed against such owner. Such costs include, without limitation, legal or administrative expenses (regardless of whether suits or liens are filed) resulting from an owner's failure to pay assessments when due or from other default referred to in this Resolution.

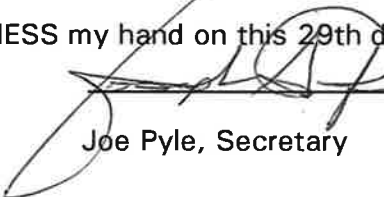
I. The Board of Directors may grant waiver of any provision herein upon petition in writing by an owner demonstrating a personal hardship and, in such case, also establishing a written, Board-approved extended payment plan to bring the owner's account current. Such

9. Homeowners must provide receipts from a contractor or a plumber detailing the change-out of all ballcocks, flappers and supply lines to all toilets in the unit. Furthermore, all supply lines to the sinks and to the dishwasher must be changed if they are not metal or a flexline-type material. If the homeowner has performed the work personally, the unit must be inspected by a representative of the homeowners association to verify that the work has been completed satisfactorily.

If the homeowner does not comply with the above requirements detailed in this paragraph 9, a fine of \$300 shall be imposed. The fine shall be assessed for each month of non-compliance.

10. Owners and tenants shall comply with all insurance risk management programs promulgated by the association, including timely replacement of ballcocks and flappers, and annual inspections of hot water heaters.

TO CERTIFY WHICH WITNESS my hand on this 29th day of June, 1995.




 Joe Pyle, Secretary

STATE OF TEXAS)
)
 COUNTY OF HARRIS)

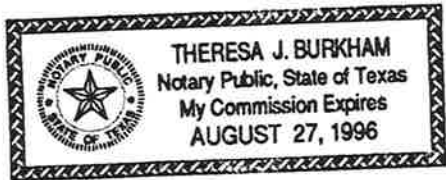
Before me, the undersigned authority, on this day personally appeared Joe Pyle, Secretary of Cobblestone Court Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL of office on this 17th day of July, 1995.



 Notary Public, State of Texas
Theresa J. Burkham

 Typed/Printed Name of Notary

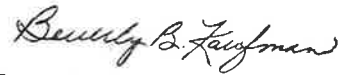


My Commission Expires: Aug 27, 1996

Please ~~return~~ to:
 Prime Site, Inc.
 8955 Katy Freeway, #301
 Houston, TX 77024

FILED FOR RECORD
 8:00 AM

JAN 22 1996



 County Clerk, Harris County, Texas

OFFICE OF
BEVERLY B. KAUFMAN
COUNTY CLERK, HARRIS COUNTY, TEXAS

CONDOMINIUM RECORDS OF COUNTY CLERK

FILM CODE 169072

COBBLESTONE COURT
OWNERS ASSOCIATION INC.

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REDUCTION 16x CAMERA DESIGNATION MRG1

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me; and was
duly RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on

JAN. 22, 1996



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS