

ADDITIONAL DEDICATORY INSTRUMENT

for

LAUREL CROSSING TOWNHOME ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Margaret R. Maddox who, being by me first duly sworn, states on oath the following:

My name is Margaret R. Maddox 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/Agent for LAUREL CROSSING TOWNHOME 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:

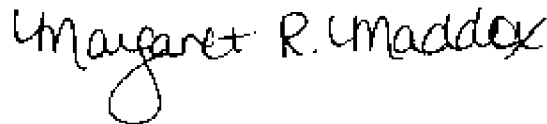
- 1. POLICY REGARDING ASSESSMENT OF FINES FOR VIOLATION OF RESTRICTIVE COVENANTS AND/OR RULES AND REGULATIONS**
- 2. ASSESSMENT COLLECTION POLICY**

OF

**LAUREL CROSSING TOWNHOME ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION**

DATED this 30th day of November, 2023.

**LAUREL CROSSING TOWNHOME
ASSOCIATION, INC.**



Margaret R. Maddox, Attorney/Agent
(Printed Name)

RP-2024-27210

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INSTRUMENT was **acknowledged** before me on this the 30th day of November, 2023 by the said Margaret R. Maddox, Attorney/Agent for **LAUREL CROSSING TOWNHOME ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of said corporation.

Brenda K. Frey

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



Return to: 976.0001
Daughtry & Farine, P.C.
17044 El Camino Real
Houston, TX 77058

RP-2024-27210

**LAUREL CROSSING TOWNHOMES ASSOCIATION, INC.
POLICY REGARDING ASSESSMENT OF FINES FOR VIOLATIONS OF
RESTRICTIVE COVENANTS AND/OR RULES AND REGULATIONS**

WHEREAS, the Community Declaration of Covenants, Conditions, Restrictions, and Easements for Laurel Crossing Townhomes, Inc. is recorded in the Real Property Records of Harris County, Texas under Clerk's File No. 20070047985 along with any annexations and supplements related thereto (hereinafter referred to as the "Declaration");

WHEREAS, Article III, Section 3.10 of the Declaration authorizes the Association to impose monetary fines for violations of the Declaration or any rules and regulations or architectural guidelines adopted by the Association; and

NOW THEREFORE, BE IT RESOLVED THAT: the following Policy Regarding Assessment of Fines for Violations of Restrictive Covenants and/or Rules and Regulations, is intended to be imposed in compliance with Tex. Prop. Code §209.0061, is hereby adopted:

POLICY REGARDING ASSESSMENT OF FINES

The Association may, but is not obligated to, assess monetary fines for violations of the Declaration and/or any recorded dedicatory instrument of the Association including, but not limited to the following categories of violations:

- Lawn/landscaping maintenance
- Exterior maintenance
- Nuisance/annoyance
- Trash cans, improper storage of items
- Improper parking & storage of vehicles
- Unapproved construction and/or exterior alterations

All Violations:

- First Offense: Warning from the Board of Directors and notice that continued violations will result in a fine, police action, or injunction lien.
- Second Offense: Not to exceed \$25.00 per day.
- Third Offense: Not to exceed \$50.00 per day.
- Continued Violation: \$50.00/day plus \$100.00 per week until cured.

Each of the above-listed categories of violations shall be assessed fines as follows:

1. Courtesy Notice: Owners shall be provided with at least one written courtesy notice of violation, giving owner 10 days to correct the violation. The Board may also direct that a reminder notice be sent giving owner additional time to correct prior to further action.

2. **Certified Mail Notice:** Owner shall be provided with written notice of a violation by certified mail which complies with Section 209.006 of the Texas Property Code, and which gives the owner opportunity to correct the violation within 30 days to avoid the fine. **Owner shall have 30 days from the date of mailing of the Certified Mail Notice to submit a written request for a hearing under Section 209.006 of the Texas Property Code;** however, Association shall not be obligated to halt further action pending the outcome of the hearing.
3. **1st Fine Notice (\$25.00/day Fine):** After the expiration of 30 days from the Certified Mail Notice, notice will be sent to the owner advising that a fine of \$25.00 per day will be assessed and giving the owner an additional 10 days to correct in order to avoid further fines.
4. **2nd Fine Notice (\$50.00/day Fine):** If the violation has still not been corrected, notice will be sent to the owner advising that a \$50.00 per day fine has been assessed. If the owner does not respond to this notice and correct the violation within 10 days, the matter will be turned over to the association's attorney for legal action.

The Board of Directors of the Association hereby reserves the authority to levy fines which may vary on a case-by-case basis.

Information Regarding Hearings per Texas Property Code Section 209.007

1. If an owner is entitled to an opportunity to cure the violation, the owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the board.
2. The association shall hold a hearing under this section not later than the 30th day after the date the board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The board or the owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. The owner or the association may make an audio recording of the meeting.
3. An owner or property owners' association may use alternative dispute resolution services.
4. Not later than 10 days before the association holds a hearing under this section, the association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the association intends to introduce at the hearing.
5. If an association does not provide a packet within the period described by Subsection (f), an owner is entitled to an automatic 15-day postponement of the hearing.
6. During a hearing, a member of the board or the association's designated representative shall first present the association's case against the owner. An owner or the owner's designated representative is entitled to present the owner's information and issues relevant to the appeal or dispute

Note: The notice and hearing provisions of Section 209.006 and 209.007 do NOT apply if the Association is filing a lawsuit seeking a temporary restraining order, temporary injunctive relief, or foreclosure as a cause of action. They also do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the board makes a final determination on the suspension action after following the procedures prescribed by this section.

CERTIFICATION

I, Melanie J. Richard, Secretary of Laurel Crossing Townhome Association, Inc. ("Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors of the Association, duly called and held on the 14 day of November, 2023, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, this POLICY REGARDING ASSESSMENT OF FINES FOR VIOLATIONS OF RESTRICTIVE COVENANTS AND/OR RULES AND REGULATIONS was duly approved by at least a majority vote of the members of the Board present at said meeting.

Subsequent to recording, a copy of this Policy shall be provided to all owners of record by posting a copy on the internet website maintained by the Association and shall be made available on any publicly accessible internet website maintained by the property owners' association or an agent acting on behalf of the association pursuant to Tex. Prop. Code §209.0061(d)(1)(A).

This Policy supersedes any previously adopted resolution regarding assessment of fines for violation of restrictive covenants.

This Policy was approved by the Board of Directors of Laurel Crossing Townhome Association, Inc. on the 14 day of November, 2023.

Melanie J. Richard
Secretary (Signature)

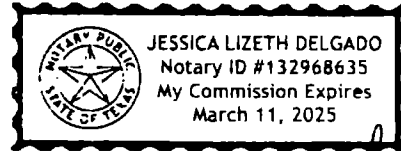
Melanie J. Richard
Print Name

RP-2024-27210

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was **acknowledged** before me on this the 14th day of November, 2023, by Melanie Richard Secretary for **Laurel Crossing Townhome Association, Inc.** a Texas property owners association, on behalf of said association.



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Jessica Delgado

After Recording Return to:

Graham Management
c/o Raven Moore
2825 Wilcrest Dr., Suite 600
Houston, Texas 77042

RP-2024-27210

LAUREL CROSSING TOWNHOME ASSOCIATION, INC.
ASSESSMENT COLLECTION POLICY

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

Section 1. DELINQUENCIES, LATE CHARGES & INTEREST

- 1-A. Due Date. An Owner will timely and fully pay Regular Assessments and Special 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, 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. When the account of an Owner becomes delinquent, it remains delinquent until paid in full – including collection costs, interest, and late fees.
- 1-C. Late Fees & Interest. If the Association does not receive full payment of a Regular Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late fee per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefore (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.
- 1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- 1-E. Insufficient Funds. The Association may levy a charge of \$25 for any check returned to the Association marked “not sufficient funds” or the equivalent.
- 1-F. 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 of 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

RP-2024-27210

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 | (4) Other attorney's fees |
| (2) Current assessments | (5) Fines |
| (3) Attorney fees and costs associated with delinquent assessments | (6) Any other amount |

- 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 term 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 payment 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. **Form of Payment.** The Association may require that payment of delinquent Assessments be made only in the form of check, cashier's check, or money order.
- 3-D. **Partial and Conditioned Payment.** The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.
- 3-E. **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, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of 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. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

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 collector
- 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 by certified mail, 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 and identity of other lien-holders, including the mortgage company.
- 5-D. Notification of Mortgage Lender. The Association may notify the mortgage lender of the default obligations.
- 5-E. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.
- 5-F. Collection by Attorney. If the Owner's account remains delinquent, the manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses.
- 5-G. Notice of Lien. The Management Company 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. The lien will not be filed until ninety (90) days after the 209 certified mail notice.
- 5-H. Cancellation of Debt. If the Board deems the debt to be uncollectible, 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-I. Suspension of Use of Certain Facilities or 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 this 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 or any other document or agreement executed or made in connection with this policy, the Association will not in any event 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 Special Assessments and Regular 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 or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the US. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed 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.

RP-2024-27210

The following actions are performed to collect on delinquent accounts. 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. The steps listed below are executed based off of the late date or late interest date in the association's governing documents.

Friendly reminder statements may be sent on all accounts with a balance beginning the first month the account becomes delinquent and may be mailed after the late fee and/or interest cut off date.

Collection Step:

- Initial Collections Letter (209 Letter). This letter is mailed by regular and certified mail. This letter allows the owner thirty (30) days to pay or dispute the balance and notifies of future action if payment is not received. This letter also includes a payment plan option for homeowners to resolve their outstanding balance.
- Second Collections Letter. This letter is mailed at least thirty (30) days after the Initial Collections Letter and is sent by regular and certified mail. If a title search is ordered, then this letter may inform them of this action and if payment is not received after ninety (90) days, an assessment lien may be filed with the county and the associated cost charged back to their account. The lien will not be filed until ninety (90) days after this notice is sent to the owner.
- Notify Owner of Lien Filing. If payment has not been received after ninety (90) days of the sending of the second letter, and after one hundred and twenty (120) days following the Initial Collections Letter, a letter may be mailed to the owner with a prepared lien filed with the county. Upon payment in full, a notice of release of lien will be process and filed in the county at no additional charge. The lien will not be filed until ninety (90) days after a second notice is sent to the owner.
- Final Demand Letter. A Final Demand Letter may be mailed prior to turning over the account to the attorney or collection agency. This letter may be mailed by regular and certified mail.
- Forward Owner File to Association Attorney or Collection Agency. This action must be allowed in the association documents. The managing agent will forward the delinquent owner account to the association attorney if account is not paid in full.

RP-2024-27210

RP-2024-27210
Pages 13
01/26/2024 08:50 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$69.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2024-27210