



201300077754

DEDICATION 1/9

**CERTIFICATE  
FOR  
RECORDATION OF DEDICATORY INSTRUMENT  
OF  
THE WILLIAMSBURG CONDOMINIUM ASSOCIATION, INC.**

STATE OF TEXAS                   §  
  §     **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF DALLAS           §

WHEREAS, Section 202.006 of the Texas Property Code requires that "A property owners' association shall file its dedicatory instruments in the real property records of each county in which the property to which the dedicatory instrument relates is located."; and

WHEREAS, The Williamsburg Condominium Association, Inc, a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the real property records of Denton County, Texas, the attached instrument; and

WHEREAS, the attached instrument constitutes a "dedicatory instrument" as defined by Section 202.001 of the Texas Property Code; and

WHEREAS, the Association was established as a Texas nonprofit corporation to administer and enforce the covenants of that certain Condominium Declaration recorded in Volume 84236, Page 3473 *et seq.* of the Real Property Records of Dallas County, Texas ("Declaration"), as amended by instruments recorded in Volume 93206, Page 1750 *et seq.* and in Volume 2002 200, Page 01264, Real Property Records of Dallas County, Texas;

NOW, THEREFORE, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the dedicatory instrument attached hereto on behalf of the Association.

*[Signature page follows.]*

**THE WILLIAMSBURG CONDOMINIUM ASSOCIATION  
fka GEORGETOWN ON HILLCREST CONDOMINIUMS**

**GENERAL RULES AND REGULATIONS  
FOR COLLECTION OF ASSESSMENTS**

**[Revised]**

Pursuant to Sections 82.102(a)(12) and (13) of the Texas Uniform Condominium Act (“TUCA”), Article V of the Declaration of Williamsburg Condominium Association (the “Declaration”) and the provisions of §22.220 of the Texas Business Organizations Code, the Directors of Williamsburg Condominium Association (the “Association”) hereby adopt the following resolution.

**WHEREAS**, The Association has authority pursuant to the Condominium Declaration, TUCA and the Bylaws to levy and collect common expense assessments from Owners of Units located within Williamsburg, a condominium regime located in Dallas County, Texas (the “Condominium”); and

**WHEREAS**, the Board of Directors (the “Board”) finds there is a need to establish certain procedures for the collection of common expense assessments.

**NOW, THEREFORE, IT IS RESOLVED** that the following rules, procedures and practices are established for the collection of common expense assessments owing and to become owing by Owners in the Condominium and for the application of payments made by Owners and the same are to be known as the “Assessment Collection Policy” for the Association.

1. Policy Objectives. The collection of common expense assessments owed by owners and the application of their payments pursuant to the Declaration and this Assessment Collection Policy will be governed by the following objectives:

a. The Association will diligently pursue collection of all monthly assessments and any supplemental assessments and such other amounts as may be owing to the Association by an Owner.

b. At each step within the collection process, the Board will analyze the facts and circumstances then known concerning a given delinquency to direct collection efforts toward the most expedient course of action. In this regard the Board shall have the authority to vary the terms hereof in a particular case as well as to supplement or amend this Assessment Collection Policy from time to time.

2. Ownership Interests. Pursuant to Section 5.1 of the Declaration, the person who is the Owner of a Unit as of the date an assessment becomes due is personally liable for the payment of that assessment. Further, the personal liability for unpaid assessments passes to the successors in title to a Unit if expressly assumed by them. As used herein, the term “Delinquent Owner” refers to that person who held title to a Unit on the date an assessment became due. As used herein, the term “Current Owner” refers to that person who then holds title to a Unit. Unless expressly

denoted otherwise, the "Owner" of a Unit refers to the Delinquent Owner or the Current Owner or both, as may be appropriate under the circumstance in question.

3. Due Dates. Pursuant to Section 5.1 of the Declaration, assessments are payable in monthly installments. The due date for each monthly installment of the assessment is the first day of the month. The due date for an assessment shall be referred to in this Assessment Collection Policy as the "Due Date". Any assessment or installment thereof which is not received by the Association on or before fourteen (14) days after the Due Date is delinquent (the "Delinquency Date").

4. First Notice. If an assessment has not been paid by the Delinquency Date, the Association will send a reminder notice to the Owner (the "Reminder Notice") on the 15<sup>th</sup> of the month (the day following the Delinquency Date) to the delinquent Owner which will include the unpaid assessments, collection fees and late fees claimed to be owing and requesting payment of the assessment. The Reminder Notice will be sent via first-class United States mail.

5. Second Notice. If an assessment has not been paid on or before thirty (30) days following the date on the Reminder Notice the Association will send a second notice ("Delinquency Notice") making demand on the Owner for payment. The Delinquency notice will be sent via first class United States mail.

6. Third Notice. If an assessment or installment thereof agreed to by the Association has not been paid within thirty (30) days following the date on the Delinquency Notice, the Association will send a third notice (referred to as the "Default Letter") to the Owner which notifies the Owner of all outstanding amounts. The Default Letter will be sent via certified mail, return receipt requested, and via first-class United States mail and will, at a minimum, include the following information:

a. The unpaid assessments, interest, late charges, collection costs and the handling charges claimed to be owing.

b. A statement that if either (i) the delinquency is not cured in full, including all accrued ~~interest and other charges then owing,~~ within thirty (30) days of the date of the Owner's receipt of the Default Letter, or (ii) the Owner does not dispute, in writing, the amounts set forth in the Default Letter within thirty (30) days of the Owner's receipt of the Default Letter, the delinquency will be assumed to be valid and will, in the discretion of the Board, be referred to the legal counsel or other authorized agent (Agent) for the Association for further collection action including the possibility of seeking foreclosure of the assessment lien, and that once such referral has occurred all attorney's fees and related costs incurred will be charged to the Owner and Lot.

c. A statement that the Owner's voting rights and rights to use the General Common Elements will be suspended upon expiration of the thirty-day period described in Paragraph 6(b) unless the delinquency is cured or otherwise resolved.

d. Such other information as may be required by the debt collection statutes to the extent that any such statutes apply.

7. Interest and Late Fees. In the event any assessment, or any portion thereof, is not paid in full and received by the Association within thirty (30) days after the Due Date, interest on the principal amount due may be assessed against the Owner, the rate of said interest to be ten percent (10%) per annum and such interest shall accrue from the Delinquency Date until paid. In the event any assessment, or portion thereof, is not paid in full and received by the Association by the Delinquency Date, the Association may charge the Owner a late fee of \$20.00 per month on any unpaid balance plus administrative fees, collection cost and legal fees. Such interest and late fees, as and when accrued hereunder, will become part of the assessment upon which it has accrued and, as such, will be subject to recovery in the manner provided herein and in the Declaration for assessments.

8. Handling Charges and Return Check Fees. In order to recoup for the Association the costs incurred because of the additional administrative expenses associated with collecting delinquent assessments, collection of the following fees and charges are part of the Assessment Collection Policy:

a. Any handling charges, administrative fees, postage or other expenses incurred by the Association in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner.

b. A charge of \$25.00 per item will become due and payable for any check tendered to the Association which is dishonored by the drawee of such check, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of assessments owing with respect to such Owner's Unit.

c. Any fee or charge becoming due and payable pursuant to this Paragraph 7 will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.

9. Application of Funds Received. All monies received by the Association will be applied to amounts outstanding to the extent of and in the following order unless an Owner has placed a restrictive notation on the check or other form of payment or in correspondence accompanying the payment that a payment is to be applied in another specified manner:

a. First, to interest;

b. Next, to late fees;

c. Next, to handling charges, returned check fees and collection costs incurred by the Association;

d. Next, to attorney's fees and related costs advanced by the attorney for and on behalf of the Association;

e. Next, to delinquent supplemental assessments;

f. Last, to outstanding monthly assessments, though same may not then be delinquent.

10. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner of a Unit (as defined by Section 1.1(p) of the Declaration) for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address reflected by the records of the Association as being the Owner and address for a given Unit, will be valid and effective for all purposes pursuant to the Declaration and this Assessment Collection Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both.

11. Notification of Owner's Representative. Where the interests of an Owner in a Unit have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interests in a Unit have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Assessment Collection Policy will be deemed full and effective for all purposes if given to such representative or agent.

12. Referral to Legal Counsel or Agent. If an Owner remains delinquent in the payment of assessments and related costs for more than thirty (30) days after the sending of the Default Letter (as provided for above), the Board, as soon as possible thereafter, may in its discretion refer the delinquency to the legal counsel or agent for the Association for the legal action as required by this Assessment Collection Policy. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the assessment obligation and may be collected as such as provided herein and in the Declaration.

13. Legal Action. Counsel or agent for the Association will take the following actions with regard to delinquencies referred to it by the Board to take a specific collection action:

a. Notice Letter. As the initial correspondence to a Delinquent Owner, counsel or agent will send a notice letter (the "Notice Letter") to the Owner providing notice of all outstanding assessments and related charges, including the charges for the attorney's fees and/or costs incurred for agent's services. If the amounts owing are disputed by the Owner within thirty (30) days of Owner's receipt of the Notice Letter, Management and/or Legal Counsel will provide verification of the amounts claimed to be owing in accordance with Paragraph 12 of this Policy.

b. Title Search. If a Delinquent Owner fails to pay the amounts demanded in the initial Notice Letter sent by counsel or agent, counsel or agent will, upon direction from the Board and/or Management, order or conduct a search of the land records to verify current ownership of the Unit on which the delinquency exists. If it appears that the Current Owner is other than the

Delinquent Owner, counsel or agent will communicate that fact to the Association. A determination will then be made by the Board whether to pursue collection of the unpaid assessments from the Delinquent Owner or the Current Owner or both. Based on that determination, the Board will direct agent or counsel to proceed according to this Assessment Collection Policy. Where the title report confirms that the Current Owner is the Delinquent Owner, the Association, Management, agent or counsel will likewise proceed according to this Assessment Collection Policy.

c. Notice of Lien. Where the Board has determined that foreclosure of the Association's assessment lien is to be pursued, if an Owner fails to pay in full all amounts indicated by the Notice Letter by the date specified, counsel or agent, upon being requested to do so by the Board, will cause to be prepared, executed by a duly authorized agent of the Association, and recorded in the Real Property Records of Dallas County, a written notice of lien (referred to as the "Notice of Lien") setting forth therein the amount of the unpaid indebtedness, the name of the Owner of the Unit covered by such lien and a description of the Unit covered by the lien. A copy of the Notice of Lien will be sent to the Owner contemporaneously with the filing of same with the County Clerk's office, together with a demand for payment in full of all amounts then outstanding within thirty (30) days of the date of the transmittal to the Owner of the Notice of Lien.

d. Non-judicial foreclosure. When the Board has directed that the collection action to be taken is non-judicial foreclosure of the assessment lien, upon the expiration of the time period given in the demand letter accompanying the Notice of Lien, the continued delinquency of unpaid assessments owing will be reported to the Board by Management, together with all pertinent facts concerning the delinquency and the ramifications of the proposed foreclosure of the Unit. As soon as practical thereafter, the Board will direct agent or counsel to initiate non-judicial foreclosure of the Unit, pursuant to Section 51.002 of the Texas Property Code, as such statute may be amended or superseded from time to time. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's or agent's fees. The Association shall have the power to bid on the Owner's Unit and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association may institute a personal judgment suit against the former Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

e. Judicial Foreclosure/Personal Judgment. When the Board has directed that the collection action to be taken is a suit for personal judgment against the Owner and/or for foreclosure of the assessment lien, upon the expiration of the time period given in the demand letter accompanying the Notice of Lien, the continued delinquency of unpaid assessments owing will be reported to the Board by Management. As soon as practical thereafter, the Board will direct agent or counsel to initiate legal proceedings in a court of competent jurisdiction seeking foreclosure of the assessment lien and/or recovery of a personal judgment against the Current Owner and, where different, the Delinquent Owner, or from the Current Owner only, for all amounts owing arising from the unpaid assessments and the collection thereof, including all attorney's and agent's fees and costs.

14. Verification of Indebtedness. For so long as the collection of assessments may be subject to the requirements of the Fair Debt Collection Practices Act (15 U.S.C. 1692 *et seq.*) (the "FDCPA"), all communications from agent and legal counsel will include such required notices as are prescribed by the FDCPA. Furthermore, where an Owner timely requests verification of the indebtedness, Management will, upon notification of the Owner's request, supply such verification before any further collection action is taken with respect to such Owner.

15. Compromise of Assessment Obligations. In order to expedite the handling of collection of delinquent assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any assessment, interest, late fee, handling charge, collection cost, legal fee or any other applicable charge. The Association may, at its option, notify the Internal Revenue Service of the waiver or forgiveness of any assessment obligation.

16. Credit Bureaus. The Association may also notify any credit bureau of an Owner's delinquency. The Association will notify the Owner that it has filed such a report and will comply with any local, state, or federal laws in connection with the filing of such report.

**IT IS FURTHER RESOLVED** that this Assessment Collection Policy replaces and supersedes in all respects all prior rules, policies and resolutions with respect to the collection of assessments by the Association and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing rules, policy and/or resolution was adopted by the Board of Directors at a meeting of same on Feb. 19 2013, and has not been modified, rescinded or revoked.

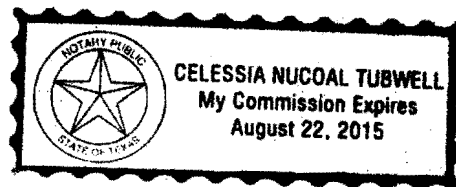
2/19/2013  
Date

Lon Weaver  
Secretary

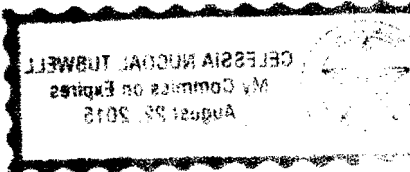
SUBSCRIBED AND SWORN TO before me, the undersigned authority, by Lon Weaver on this the 19<sup>th</sup> day of February 2013.

My commission expires:  
August 22, 2015

Celestia N. Tubwell  
Notary Public in and for the State of Texas



Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
03/14/2013 08:21:59 AM  
\$48.00



*JFW*

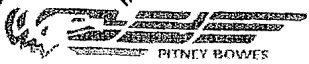
201300077754





**John F. Warren**  
Dallas County Clerk  
509 Main St., Ste. 201  
Dallas, Texas 75202-3551



UNITED STATES POSTAGE  
  
PITNEY BOWES  
02 1R \$ 00.66<sup>0</sup>  
0002099855 MAR 21 2013  
MAILED FROM ZIP CODE 75202

201300077754 201300077754  
SPENCER, CHARLES W  
7920 BELT LINE RD  
SUITE 935  
DALLAS, TX 75254

THIS ENVELOPE CONTAINS  
**IMPORTANT**  
LEGAL INSTRUMENTS  
FOR YOUR SAFE KEEPING

75254861795

