

**RESOLUTION OF THE BOARD OF DIRECTORS OF
OAKWELL FARMS HOMEOWNERS ASSOCIATION, INC.**

**AMENDED COPY FOR CORRECTION TO ITEM 9
OF THE
COLLECTION POLICY AND PROCEDURE**

WHEREAS, The Declaration of Covenants, Conditions and Restrictions of Oakwell Farms Unit 2 plus all subsequent units, grants to the Board of Directors the powers and duties necessary for the administration of the affairs of the Association for the operation and maintenance of a first class residential development; and,

WHEREAS, the primary purpose of the Association is to maintain and administer the common facilities and to levy, collect and disburse the Assessments¹ and charges;

WHEREAS, the Association's Board of Directors (the "Board") desires to establish a uniform and systematic procedure to collect Assessments and other charges of the Association; and,

WHEREAS, at a regular meeting of the Board, said meeting being properly called and a quorum being present, came to be heard the matter of adoption of a collection policy;

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt the following policy and procedures for the collection of Assessments and other charges of the Association (the "Policy"):

**OAKWELL FARMS HOMEOWNERS ASSOCIATION, INC.
COLLECTION POLICY AND PROCEDURE**

1. Amounts Payable to the Association. Amounts payable to the Association include, but are not limited to, Regular assessments, Special assessments, fees incurred in connection with enforcing the Association's rules, legal fees and other costs associated with collection of funds on behalf of the Association.

2. Payment Schedule and Fees. The Assessments levied by the Association are due annually but may, in the Board's discretion, be paid in advance, in four installments due on the first day of January, April, July and October of each year. Fees not received or postmarked by the 30th day after the date of the bill will be considered late. If any payment is paid after the due date, the entire Assessment is due and payable in full. If an Owner enters into a payment plan according to the Association's payment plan guidelines, then the Owner shall be charged a \$20.00 administration fee, per month, per payment plan.

¹ All capitalized terms that are not defined herein have the meanings set forth in the Declaration.

3. Late Charge. A charge of \$30.00 will be assessed for late payment.

4. Interest Charge. Pursuant to the Declaration, Assessments not paid within thirty (30) days after the delinquency date shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum.

5. Partial Payments. 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.

6. Order of Crediting Payments. Unless the Owner is in default under a payment plan entered into with the Association, a payment received from the Owner shall be applied to the Owner's debt in the following order of priority:

- (i) Any delinquent Assessment;
- (ii) Any current Assessment;
- (iii) Any attorney's fees or third party collection costs incurred by the Association associated solely with Assessments or any other charge that could provide the basis for foreclosure;
- (iv) Any other attorney's fees incurred by the Association;
- (v) Any fines assessed by the Association; and
- (vi) Any other amount owed the Association.

7. Process for Delinquency Notification. If the balance on an account exceeds the amount due in one billing quarter, then the Association may notify the Owner as follows:

- **First Notice.** If an Owner's balance is 30 or more days past due, then the Owner may be sent a first notice. The first notice will include details of all amounts past due and request for immediate payment to be sent by the Owner to the Association via First Class Mail.
- **Final Notice - 10 Day Demand.** If an Owner's balance is 60 or more days past due, then the Owner may be sent a final notice. The final notice will be sent to the Owner via certified mail, return receipt requested. The final notice shall: (i) specify each delinquent amount and the total amount of the payment required to make the account current; (ii) describe the options the Owner has to avoid having the account turned over to an attorney; and (iii) provide a period of at least 30 days for the Owner to cure the delinquency before further collection action is taken.
- **Legal Services.** The Owner shall be charged attorneys' fees and related collection costs if he/she has been sent a Final Notice and his/her account has been sent to an attorney for collection.
- **Other Charges.** The Association may add to an owner's Assessment account

any and/or all charges authorized by the Declaration.

- **Notification.** This policy will be publicized in the annual notice for the general membership meeting.

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8. Referral of Account to Association Attorney. After consulting with the Board, the Association's attorney is authorized to take whatever action is necessary so long as it is believed to be in the Association's best interests. These actions include but are not limited to: filing a lien affidavit; filing a suit against a delinquent Owner for a money judgment and/or foreclosure of the Association's lien; foreclosing on the Association's lien in accordance with the laws of the State of Texas; and/or filing necessary claims, objections and motions in bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

9. Owner Address. It shall be the responsibility of each Owner to keep the Association advised of their current mailing address if different than their property address. All notices will be mailed to Owners at their property address or to the last address on the books and records of the Association as shall be provided by the Owner in writing via certified mail return receipt requested to the Association.

10. Waiver/Modification of Policy. The Board, in its sole discretion, may grant a waiver of any provision or otherwise modify any of the procedures contained herein upon petition of an Owner showing a personal hardship.

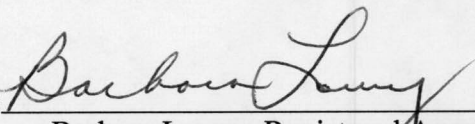
11. Required Action. Nothing contained in this Resolution, not otherwise required by the Declaration, shall require the Association to take any of the specific actions contained herein. The Board shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as is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

12. NSF Fee. A \$25 fee will be charged for each NSF (Non Sufficient Fee) on a returned check.

13. Amendment. This Policy may be amended from time to time upon the consent of a majority of the Board.

OAKWELL FARMS HOMEOWNERS ASSOCIATION, INC., a Texas Non-Profit Corporation

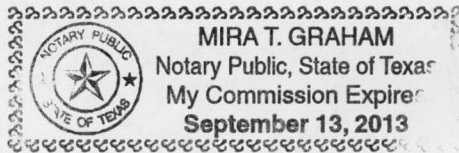
SIGNED the 18th day of November, 2011

By: 
Barbara Lowry, Registered Agent

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Barbara Lowry, Registered Agent, Oakwell Farms Homeowners Association, Inc., on the date of execution set forth above.

Mira T. Graham
Notary Public, State of Texas



AFTER RECORDING RETURN TO:
Oakwell Farms Homeowners Association, Inc.
1600 NE Loop 410, Suite 202
San Antonio, TX 78209

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

NOV 22 2011



Gerard C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20110207989 Fees: \$28.00
11/22/2011 3:26PM # Pages 4
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK