

**VOLENTE HILLS AT PARK FOREST OWNERS ASSOCIATION, INC.****RESOLUTION****COLLECTION POLICY FOR DELINQUENT ACCOUNTS**

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WHEREAS, the Board of Directors (the "Board") of Volente Hills at Park Forest Owners Association, Inc. (the "Association") is charged with the responsibility of collecting assessments for common expenses from Owners pursuant to the Declaration of Covenants, Conditions and Restrictions for Volente Hills at Park Forest Owners Association, Inc.; and

WHEREAS, from time to time Owners become delinquent in payment of these assessments and fail to respond to demands from the Board to bring their accounts current; and

WHEREAS, the Board deems it to be in the best interest of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interest of the Association to pursue these accounts in the manner outlined below.

WHEREAS, the Board has authorized its management company to proceed with collection under the terms outlined in this Resolution.

NOW, THEREFORE:

BE IT FURTHER RESOLVED that pursuant to the Declaration of Covenants, Conditions and Restrictions, there is hereby levied against any assessment account which is not paid in full as of the 30th day of January each year, interest at the rate of ten percent 18% per annum, accruing monthly, which the Association is authorized and directed to charge to and collect from any delinquent Owner; and

BE IT FURTHER RESOLVED that the Manager is directed to send to any Owner more than thirty (30) days' delinquent in the payment of regular or special assessments (or other charges authorized by the Declaration) a written notice(s) (hereinafter referred to as the "Reminder Notice") of the amount due, including late and admin fees, along with a request for immediate payment; and

BE IT FURTHER RESOLVED that the Manager is directed to send to any Owner more than forty five (45) days' delinquent in the payment of regular or special assessments (or other charges authorized by the Declaration) a written notice offering a payment plan (hereinafter referred to as the "Payment Plan") on the amount due, including late and admin fees (if any), interest and payment plan fee.

BE IT FURTHER RESOLVED that the Manager is directed to send to any Owner more than one hundred and twenty (120) days' delinquent in the payment of Assessments written notice (hereinafter referred to as the (" Final Demand Notice") that, if the account is not paid in full within thirty (30) days from the date of such Demand Notice, including late, admin fees (if any), interest and payment plan fee(s), a Lien Affidavit will be recorded against the lot, including addition fee(s). The notice should advise the Owner that if the account is not paid in full or a payment plane is not established the Association reserves the right to turn the property over to an Attorney for collection, and the Owner will be liable for payment of all costs, fees, etc. imposed by the Association Attorney; and

BE IT FURTHER RESOLVED that the Manager is then directed to file a lien on any account that remains unpaid after expiration of 30 days from date of "Final Demand Letter" and a copy of said lien forwarded to property owner after recording with appropriate county.

BE IT FURTHER RESOLVED that the Manager is directed to forward any account which remains delinquent after the liens have been filed to an Attorney for collection and all cost will be assessed to the delinquent owner. Once at the Attorney the following policies shall apply to all delinquent accounts turned over to the Association Attorney for collection:

1. All contacts with a delinquent Owner shall be handled through the Association Attorney.
Neither the Manager nor any Association officer or director shall discuss the collection of the account directly unless an Association Attorney is present or has consented to such contact.
2. All sums collected on a delinquent account shall be remitted to the Association until the account has been brought current.
3. The Association Attorney's legal fees shall be assessed against each delinquent lot and its Owner (including repeat offenders) when incurred by the Association. All fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent lot and Owner, and shall be collectable as an Assessment and personal obligation of the Owner, as provided in the Declaration of Covenants, Conditions and Restrictions.
4. The Association Attorney shall give notice (as allowed in the Declaration of Covenants, Conditions and Restrictions) to the delinquent Owner that, if the delinquent account is not brought current within the time specified, or satisfactory payment arrangements made, court action or foreclosure proceedings will be instituted.
5. To the extent that the Association Attorney or management company, in its discretion, considers it appropriate, the Association Attorney or management company is authorized to enter into an installment payment plan, secured by an Agreed Judgment, provided, however, that any payment plan which provides for monthly payments of the current assessment amount for a duration in excess of eight (8) months shall require the approval of the Association president.
6. If, at the expiration of the period specified in the Association Attorney's demand letter, an account remains delinquent and without a payment plan embodied in a signed Agreed Judgment and a signed Agreement Letter evidencing the terms of payment (or in the event of a default under the terms of the agreement), the Association Attorney is authorized to take such further action as it, in consultation with and the approval of the Association president, believes to be in the best interest of the Association, including, but not limited to:
 - a) Filing suit against the delinquent Owner for money due pursuant to the Declaration of Covenants, Conditions and Restrictions; and
 - b) Instituting foreclosure of the Association's lien, pursuant to the Declaration of Covenants, Conditions and Restriction.

This Resolution was adopted by the Board of Directors on the 12th of May
2014, and shall be effective May 12, 2014.

Scott Studer

Scott Studer

Kim Massaro

Kim Massaro

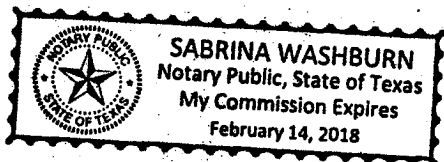
Katrina Barton

Katrina Barton

STATE OF TEXAS

COUNTY OF TRAVIS

This collection policy is acknowledged before me on this 12th day of May
2014, by Scott Studer (Name) Board of Director for Volente
Hills at Park Forest Owners Association, Inc.



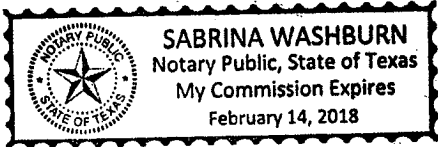
Sabrina Washburn

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TRAVIS

This collection policy is acknowledged before me on this 12th day of MAY, 2014, by Kim MASSARO (Name) Board of Director for Volente Hills at Park Forest Owners Association, Inc.

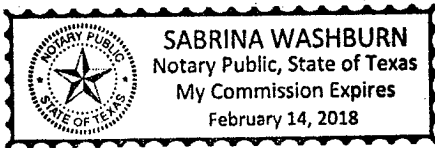


Sabrina Washburn
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TRAVIS

This collection policy is acknowledged before me on this 12th day of May, 2014, by KATRINA BARTON (Name) Board of Director for Volente Hills at Park Forest Owners Association, Inc.



Sabrina Washburn
Notary Public, State of Texas

✓ AFTER RECORDING PLEASE RETURN TO:

Connect Community Management
1850 Round Rock Ave., Suite 400
Round Rock, Texas 78681

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Jun 04, 2014 04:09 PM 2014081442

BARTHOLOMEWD: \$38.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS