

**RANCH AT CYPRESS CREEK ASSOCIATION, INC.****RESOLUTION****COLLECTION POLICY FOR DELINQUENT ACCOUNTS**

**WHEREAS**, the Board of Directors (the "Board") of Ranch at Cypress Creek 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 Ranch at Cypress Creek 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 June each year, interest at the rate of ten percent (10 %) 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 (hereinafter referred to as the "Reminder Notice") of the amount due, including late 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 sixty (60) days' delinquent in the payment of Assessments written notice (hereinafter referred to as the "Demand Notice") that, if the account is not paid in full within thirty (30) days from the date of such Demand Notice, the account will be referred to a collection agency or a Lien Affidavit will be recorded against the lot if the owner is more than two years delinquent. The Manager is also directed to send to any Owner more than sixty (60) days delinquent in the payment of Assessments, a written notice (as part of the Demand Notice) that if the account continues to remain unpaid the Association reserves the right to turn the property over to an Attorney for further 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 directed to refer to the collection agency any account which remains delinquent more than ninety (90) days from the original due date; and

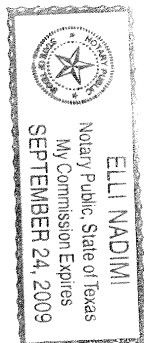
**BE IT FURTHER RESOLVED** that the collection agency will work the accounts for approximately 150 days after which the files will be returned to the association.

**BE IT FURTHER RESOLVED** that the Manager is then directed to file a lien on any account that remains unpaid 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 further 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, in its discretion, considers it appropriate, the Association Attorney 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 twelve (12) 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 Restrictions.

This Resolution was adopted by the Board of Directors on January 26, 2007, and shall be effective January 26, 2007.



Troy Fielding  
Troy Fielding

Marilyn Kelso  
Marilyn Kelso

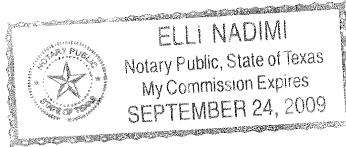
Dee Yetter (Dee)  
Dee Yetter

STATE OF TEXAS

COUNTY OF WILLIAMSON

This collection policy is acknowledged before me on this the 26<sup>th</sup> day of January, 2007 by Zwoy Nal elding (Name), Board of Director for Ranch at Cypress Creek Association, Inc.

Elle Nadimi  
Notary Public, State of Texas

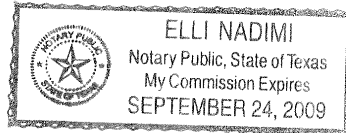


STATE OF TEXAS

COUNTY OF WILLIAMSON

This collection policy is acknowledged before me on this the 26<sup>th</sup> day of January, 2007 by Marilyn F. Kelso (Name), Board of Director for Ranch at Cypress Creek Association, Inc.

Elle Nadimi  
Notary Public, State of Texas

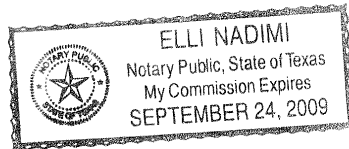


STATE OF TEXAS

COUNTY OF WILLIAMSON

This collection policy is acknowledged before me on this the 26<sup>th</sup> day of January, 2007 by Dolores Yeller (Name), Board of Director for Ranch at Cypress Creek Association, Inc.

Elle Nadimi  
Notary Public, State of Texas



**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS 2007032421

Nancy E. Rister

04/20/2007 09:23 AM

PHOLTZ \$24.00

NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

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