



**ADDITIONAL DEDICATORY INSTRUMENT**  
*for*  
**TIERRA GRANDE LANDOWNERS ASSOCIATION**

THE STATE OF TEXAS       §  
  §  
COUNTY OF FORT BEND   §

BEFORE ME, the undersigned authority, on this day personally appeared Christopher J. Archambault who, being by me first duly sworn, states on oath the following:

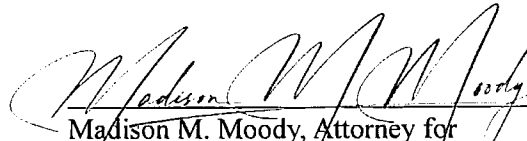
“My name is Madison M. Moody, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

I am the attorney for TIERRA GRANDE LANDOWNERS ASSOCIATION. 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, which are kept in the normal course of business, by the custodian of records:

1. Collection Policy

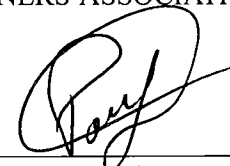
DATED this 3rd day of February, 2025.

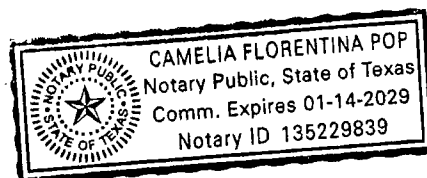
**TIERRA GRANDE LANDOWNERS  
ASSOCIATION**

  
Madison M. Moody, Attorney for  
TIERRA GRANDE LANDOWNERS  
ASSOCIATION

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

THIS INSTRUMENT was acknowledged before me on this 3rd day of February, 2025, by the said Madison M. Moody, Attorney for TIERRA GRANDE LANDOWNERS ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public, State of Texas



**COLLECTION POLICY**  
*for*  
**TIERRA GRANDE LANDOWNERS ASSOCIATION**

THE STATE OF TEXAS     §  
  §  
COUNTY OF FORT BEND   §

WHEREAS, the Restrictions and Land Use Limitations TG-San Bernard, Ltd. was recorded in the Real Property Records of Harris County under Clerk's File No. 8716967, and any supplements, amendments, and annexations thereto (referred to collectively as the "**Declaration**") subject the Tierra Grande subdivision in Fort Bend County, Texas (the "**Subdivision**"), to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, pursuant to paragraph titled "Maintenance Charge" within the Declaration, Tierra Grande Landowners Association ("**Association**") has the authority to impose and collect assessments, including interest, penalties and other sums associated with the collection of assessments;

WHEREAS, the Board of Directors ("**Board**") of the Association desires to adopt a Collection Policy to establish orderly procedures for the billing and collection of assessments for the Association;

WHEREAS, pursuant to the authority vested in the Association by the Declaration and as required by the Texas Property Code, the following Collection Policy shall be effective upon recording in the Fort Bend County Real Property Records;

NOW, THEREFORE, to give notice of the matters set forth herein, the undersigned, on behalf of the Association, does hereby certify that at least a majority of the members of the Board approved the adoption of this Collection Policy as further outlined below, to be effective upon recordation in the Real Property Records of Fort Bend County, Texas:

**Collection Policy**

**Assessments**

1. Due Date. Assessments are due on January 15<sup>th</sup> day of any given year. Any Special Assessment shall be due on the date specified upon adoption of a Special Assessment. Any assessment not paid within thirty (30) days of the Due Date shall be delinquent and the Owner shall be in default.
2. Late fees. Pursuant to Section 204.010 of the Tex. Property Code, the Association may charge a late fee if an assessment is not received by the due date. Such late fee may be charged each month so long as there is a delinquent balance on the owner's account.
3. Interest. Assessments shall accrue interest at the rate of eighteen percent (18%) per annum, or such higher rate as may be permitted by law.

### Collection Actions by the Association or its Managing Agent

Upon an Owner's failure to timely pay an assessment, the Association or its managing agent may take the following actions:

1. Delinquent Notice. The Association or its managing agent may send out an initial delinquency notice (via Certified Mail or as otherwise required by law) to the Owner providing thirty (30) days to pay the past-due amount in February of each year, or for any special assessment, within thirty (30) days of the Due Date. Such notice may demand payment of the amount due, in addition to any interest or late fees.
2. Certified Letter. If the Owner does not pay the delinquent amount due within the time specified in the First Demand Letter, the Association or its managing agent shall send a Certified Letter (via USPS certified mail or as otherwise required by law) to the Owner providing forty-five (45) days to pay the past due balance. The Certified Letter shall also notify the Owner of their ability to enter into a payment plan, and that if they fail to timely pay the delinquent balance, the account shall be turned over to the Association's attorney's office for further collections. The Association, in addition to any other remedies, may also suspend an Owner's access rights to the Association's Common Area.
3. Administrative Fees. The Owner's account may be charged any Administrative Fees or costs incurred by the Association.
4. Account Transfer. In the event the delinquent amount due remains unpaid after ninety (90) days, the Association may turn the Owner's account over to the Association's attorney's office for further collection activity. Upon the account being transferred to the Association's attorney, the Owner's account shall be flagged as "attorney status," and all communications with the Owner shall be through the attorney's office. The Association shall not accept payments, correspond with or otherwise provide payoffs for accounts that are at the attorney's office without first consulting with the attorney.

### Collection Actions by the Attorney

1. Initial Demand Letter. The Association's attorneys may send the Owner an Initial Demand Letter, allowing thirty (30) days for payment of the delinquent amount due, including any associated expenses, fees, costs, and attorney fees.
2. Final Demand Letter and Notice of Unpaid Assessment. The Association's attorney may prepare and file a Notice of Unpaid Assessment lien in the County Real Property Records and send a Final Demand Letter allowing the Owner an additional fifteen (15) days to pay the delinquent amount due.
3. Lawsuit. If the Owner fails to timely pay the delinquent amount due, the Association may authorize the filing of a lawsuit against the Owner to collect the past due amounts. Pursuant to the Association's Declaration, the Association retains a lien on the Owner's property which may be foreclosed upon.
4. Foreclosure. Upon securing a final judgment against an Owner for failure to pay the delinquent amount due, in addition to the recovery of any associated costs, late fees, interests,

and attorney fees, the Association may foreclose on the judgment and/or execute on any non-exempt assets of an Owner.

5. Additional Remedies. The attorney is further authorized to take any other action, at law or in equity, on behalf of the Association to collect the past due amounts from the Owner. The remedies provided herein are not exclusive and the Association may avail itself to any other remedies available at law or in equity.

### **Payment Plans**

1. Partial Payments. Partial payments, or any payment of less than the full amount due, may not be accepted until and unless the Owner has entered into a signed, written payment plan agreement. Any partial payments may be returned to the Owner.
2. Payment Plans. In addition to any requirements outlined in Section 209.0062 of the Texas Property Code, as the same may be amended, the attorney is authorized to work out an agreed payment plan with an Owner to include the full amount due, including all additional costs, expenses, administrative fees, late fees, interest and attorney fees, as well as any future fees which may be incurred during the lifetime of the payment plan. The minimum term for a payment plan shall be three (3) months. The Association is not required to enter into a payment plan with an Owner who defaulted on a payment plan in the prior two (2) years, or an Owner who failed to enter into a payment plan within the time provided in Section 209.0064 of the Texas Property Code. Except as provided by law, the Association's Board of Directors, in their sole discretion, may determine whether to approve an Owner for a payment plan and the terms thereof.
3. Attorney Fees. The Owner shall be responsible for the reimbursement of all charges, costs, and attorney fees incurred by the Association in the collection of the delinquent balance.

### **Miscellaneous**

1. Insufficient Funds. Any Owner payment which is denied by the bank, or otherwise returned for insufficient funds ("NSF"), may result in an administrative and/or processing fee being charged to the Owner's account. In addition, the Association may require that any future payments be submitted by certified funds, including cashier's check or money order. In addition to any NSF fee(s), the Owner may be charged for any additional fees incurred by the Association related to proceeding with collection of the amount due.
2. Owner's Information. It is the responsibility and obligation of each Owner to provide the Owner's mailing address and contact information to the Association and to promptly notify the Association in the event the Owner's contact information changes. In order to be effective, notice of the Owner's mailing address or a change of the Owner's mailing address must be mailed to the Association by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. It is the Owner's responsibility to maintain evidence of receipt by the Association of Owner's notice of address change. The Association may, at its discretion, accept a notification of a change in an Owner's mailing address sent by regular mail or e-mail, however, an Owner that disputes the mailing address listed in the Association's records must be able to prove that the Owner sent an address change notification by providing evidence of receipt by the

Association of Owner's notice of address change that was sent by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. Unless the Association is otherwise notified in writing, the Owner's mailing address shall be deemed to be the street address of the Owner's Lot or the last alternative mailing address provided to the Association by the Owner in writing. All notices to an Owner pursuant to these Bylaws shall be mailed to the Owner at the Owner's last known mailing address. If mail to an Owner is returned undelivered, or the Association otherwise reasonably determines that the last known mailing address of the Owner may not be valid, the Association has the right, but not the obligation, to conduct a title search or other searches for the purpose of attempting to either verify the Owner's current mailing address or to obtain the Owner's current mailing address. Any costs incurred by the Association to verify an Owner's current mailing address or obtain an Owner's current mailing address shall be, to the extent permissible under the Association's Dedicatory Instruments and state law, charged to the Owner. The failure of an Owner to receive a notice(s) or to properly notify the Association of a change in an Owner's mailing address shall in no way waive or negate the Owner's obligation to pay any Assessment or charge(s) authorized by the Declaration or state law. The submission of a check or other form of payment to the Association which sets forth an alternative address does not constitute notice of a change of an Owner's mailing address.

This Collection Policy supersedes any previous resolutions adopted by the Association regarding the collection of assessments.

#### APPROVAL AND CERTIFICATION

This policy was approved by the Board of Directors on the 3 day of February, 2025.

#### TIERRA GRANDE LANDOWNERS ASSOCIATION

Teresa Williams

Print Name

Teresa Williams

Signature

Treasurer

Position