

NOTICE OF DEDICATORY INSTRUMENTS  
*for*  
WILLOW MEADOWS CIVIC CLUB, INC.

---

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

The undersigned, being the authorized representative of Willow Meadows Civic Club, Inc. ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby certifies as follows:

1. Property: The Property to which the Notice applies is described as follows:
  - a. Willow Meadows, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 49, Page 21 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
  - b. Willow Meadows, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 49, Page 29 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
  - c. Willow Meadows, Section Three (3), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 49, Page 63 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
  - d. Willow Meadows, Section Four (4), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 50, Page 56 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
  - e. Willow Meadows, Sections Five (5) and Six (6), subdivisions in Harris County, Texas according to the map or plat thereof recorded in Volume 51, Page 1 and replatted in Volume 52, Page 12 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
  - f. Willow Meadows, Section Seven (7), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 52, Page 33 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

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- g. Willow Meadows, Section Eight (8), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 53, Page 4 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
  - h. Willow Meadows, Section Nine (9), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 53, Page 51 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
  - i. Willow Meadows, Sections Ten (10) and Eleven (11), subdivisions in Harris County, Texas according to the map or plat thereof recorded in Volume 54, Page 1 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
  - j. Willow Meadows, Sections Twelve (12), Thirteen (13) and Fourteen (14), subdivisions in Harris County, Texas according to the map or plat thereof recorded in Volume 54, Page 13 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
  - k. Willow Meadows, Section Fifteen (15), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 55, Page 32 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
  - l. Willow Meadows, Sections Sixteen (16) and Seventeen (17), subdivisions in Harris County, Texas according to the map or plat thereof recorded in Volume 55, Page 60 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
  - m. Willow Meadows, Section Eighteen (18), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 55, Page 63 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
  - n. Willow Meadows, Section Eighteen (18) Partial Replat No. 1, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 605292 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
2. Restrictive Covenants: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows:

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- a. Documents:
    - (1) Ballots for the Amended Declaration of Covenants, Conditions and Restrictions for Sections 1 Through 18 (Inclusive) of the Willow Meadows Subdivision.
  - b. Recording Information:
    - (1) Harris County Clerk's File No. T446348.
3. Other Dedicatory Instruments: In addition to the Restrictive Covenants identified in Paragraph 2 above, the following documents are Dedicatory Instruments governing the Association which were previously recorded in the Official Public Records of Real Property of Harris County, Texas:
- a. Document:
    - (1) Willow Meadow Civic Club, Inc. Payment Plan Policy.
    - (2) Adoption of Amended and Restated By-Laws of Willow Meadows Civic Club, Inc.
    - (3) Adoption of an Amendment to the Amended and Restated By-Laws of Willow Meadows Civic Club, Inc.
    - (4) Willow Meadow Civic Association, Inc. Records Production and Copying Policy.
    - (5) Willow Meadows Civic Club, Inc. Document Retention Policy.
  - b. Recording Information:
    - (1) Harris County Clerk's File No. 20140550067.
    - (2) Harris County Clerk's File No. 20150122168.
    - (3) Harris County Clerk's File No. 20150582700.
    - (4) Harris County Clerk's File No. 20150117164.
    - (5) Harris County Clerk's File No. 20150117166.
4. Dedicatory Instruments: In addition to the Dedicatory Instruments identified in Paragraph 3 above, the following document is a Dedicatory Instrument governing the Association:
- a. Willow Meadows Assessment Collection Policy.

A true and correct copy of such Dedicatory Instrument is attached to this Notice.

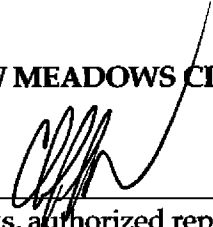
This Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I

hereby certify that the information set forth in this Notice is true and correct and that the copy of the Dedicatory Instrument attached to this Notice is a true and correct copy of the original.

Executed on this 27<sup>th</sup> day of August, 2018.

WILLOW MEADOWS CIVIC CLUB, INC.

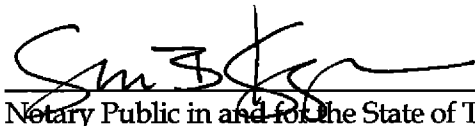
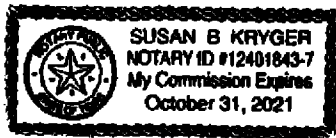
By:



Cliff Davis, authorized representative

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 27<sup>th</sup> day of August, 2018 personally appeared Cliff Davis, authorized representative of Willow Meadows Civic Club, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas

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Willow Meadows

ASSESSMENT COLLECTION  
POLICY

Willow Meadows Civic Club is a community (the "Community") created by and subject to that certain \_\_\_\_\_ recorded under County Clerk File No. or Document No. \_\_\_\_\_, Official Public Records of \_\_\_\_\_ County, Texas, as amended (the "Covenant"). The operation of the Community is vested in \_\_\_\_\_, (the "Association"), acting through its board of directors (the "Board"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, the Bylaws and rules of the Association (collectively, the "Restrictions"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Covenant.

This document is being recorded as a COURTESY ONLY by Roberts Markel Weinberg Butler Hailey PC, without review and without liability, expressed or implied.

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The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Restrictions. Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Restrictions.

### Section 1. DELINQUENCIES, LATE CHARGES & INTEREST

- 1-A. Due Date. An Owner will timely and fully pay Regular Assessments and Special Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.
- 1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.
- 1-C. Late Fees & Interest. If the Association does not receive full payment of a Regular Assessment by 5:00 p.m. of the due date established by the Board, the Association may levy a late fee per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefore (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.
- 1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- 1-E. Insufficient Funds. The Association may levy a charge of \$25 for any check returned to the Association marked "not sufficient funds" or the equivalent.
- 1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a majority of the Board.

### Section 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

**Section 3. PAYMENTS**

3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

- |  |                           |
|--|---------------------------|
| (1) Delinquent assessments   | (4) Other attorney's fees |
| (2) Current assessments  | (5) Fines                 |
| (3) Attorney fees and costs associated with delinquent assessments | (6) Any other amount      |

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months and a maximum term of eighteen (18) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.

3-C. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of check, cashier's check, or money order.

3-D. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

3-E. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and recording the release.

3-F. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

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#### Section 4. LIABILITY FOR COLLECTION COSTS

- 4-A. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

#### Section 5. COLLECTION PROCEDURES

- 5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.
- 5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.
- 5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.
- 5-D. Notification of Mortgage Lender. The Association may notify the mortgage lender of the default obligations.
- 5-E. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.
- 5-F. Collection by Attorney. If the Owner's account remains delinquent, the manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses.
- 5-G. Notice of Lien. The Management Company may cause a notice of the Association's Assessment lien against the Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may also be sent to the Owner's mortgagee.
- 5-H. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.
- 5-I. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days.



## Section 6. GENERAL PROVISIONS

- 6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.
- 6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Association's Restrictions and the laws of the State of Texas.
- 6-C. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Restrictions or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Special Assessments and Regular Assessments, or reimbursed to the Owner if those Assessments are paid in full.
- 6-D. Notices. Unless the Restrictions, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.
- 6-E. Amendment of Policy. This policy may be amended from time to time by the Board.

CERTIFICATION

"I, Stephen Polnaszek being the President of Willow Meadows Civic Club  
Homeowner's Association, hereby certify that the foregoing Policy was adopted by at  
least a majority of the Association Board of Directors on the 10 day of  
July, 2018."

By: Stephen Polnaszek President

Print name: STEPHEN POLNASZEK

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

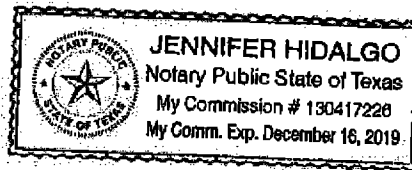
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day, personally appeared the person  
Stephen Polnaszek whose name is subscribed to the foregoing instrument and acknowledged to me  
that they executed the same as the act of the Association for the purpose and consideration therein  
expressed and in the capacity therein stated.

Given under my hand and seal of office this 10 day of July, 2018.

Jennifer Hidalgo

Notary Public, State of Texas



After Recording Return to:

Principal Management Group

11000 Corporate Centre Drive, Suite 150

Houston, TX 77041

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# Pages 11  
08/28/2018 08:04 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$52.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

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