



**Certificate of Resolution**

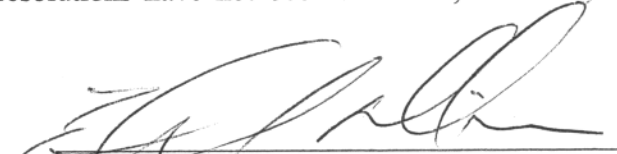
**Date: February 7, 2012**

**Corporation: Bastrop Riverside Grove Homeowners Association**

**Date of Adoption: January 24, 2012**

I, the President of Bastrop Riverside Grove Homeowners, (the "Corporation"), a nonprofit corporation, certify that I have custody of the records of the Corporation and that I am authorized to execute and deliver this certificate of resolutions on behalf of the Corporation. I further certify as follows:

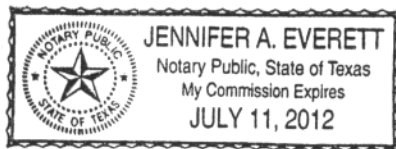
1. The resolutions attached were duly adopted on the Date of Adoption. A meeting of the directors of the Corporation was called and held in accordance with law and the bylaws of the Corporation, and a quorum was present. The resolutions have not been amended, modified, or rescinded and are now in full force and effect.

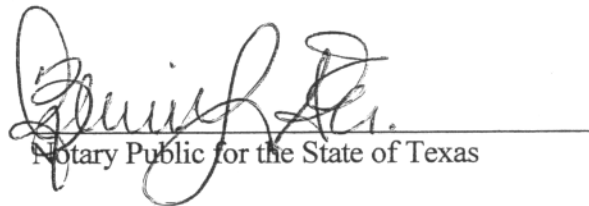
  
Edward Dickens, President

STATE OF TEXAS §

COUNTY OF BASTROP §

Sworn and subscribed to before me by Edward Dickens on this 7<sup>th</sup> day of February, 2012.



  
Notary Public for the State of Texas

**BASTROP RIVERSIDE GROVE HOMEOWNERS ASSOCIATION, INC.**

**RESOLUTION**

**COLLECTION POLICY FOR DELINQUENT ACCOUNTS**

**WHEREAS**, the Board of Directors (the "Board") of BASTROP RIVERSIDE GROVE HOMEOWNERS 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 BASTROP RIVERSIDE GROVE HOMEOWNERS 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 refer **these accounts promptly to an attorney for collection in an effort to minimize the Association's loss of assessment revenue; and**

**WHEREAS**, the Board has retained the firm of CHRISTOPHER A. HAMMON, ATTORNEY AT LAW, PLLC, (the "Association Attorney") due to its experience in representing homeowners' associations in collections and other matters; and

**WHEREAS**, the Board has directed the Association Attorney to represent the Association under the terms outlined in this Resolution.

**NOW, THEREFORE:**

**BE IT RESOLVED** that the Association Attorney shall pursue all collection and other matters which the Board may from time to time refer, and **provide any advice and counsel which the Board may from time to time require;**

**BE IT FURTHER RESOLVED** that upon receipt of an invoice, the Manager, acting on behalf of the Association, shall promptly pay the Association Attorney the usual and customary charges for time incurred in connection with its representation of the Association, together with all expenses incurred including, but not limited to, court costs, consultants' costs, bonds, records, copy costs, certified copies, transcripts or **depositions, telephone calls, duplication costs, photographs, expert and other witness fees, cost of investigation and investigator's fees, postage, travel, parking, and any other reasonable and necessary case expenses; and**

**BE IT FURTHER RESOLVED** that pursuant to the Declaration of Covenants, Conditions and Restrictions, the Association is authorized and directed to charge to and collect from any delinquent Owner interest at the rate of twelve percent (12%) per annum, accruing monthly, which will be levied against any assessment account which is not paid in full as of the 31st day of January each year; 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 "First 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 regular or special assessments (or other charges authorized by the

Association Attorney for collection, and a Lien Affidavit will be recorded against the lot, and the Owner will be liable for payment of all costs, fees, and expenses imposed by the Association Attorney; and

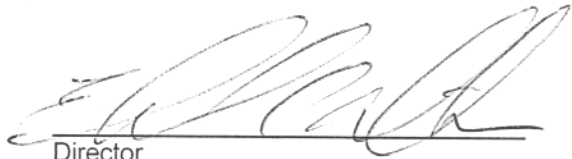
**BE IT FURTHER RESOLVED** that the Manager will obtain approval from the Board to submit to the Association Attorney for collection any account which remains delinquent more than thirty (30) days after the Second Notice; and

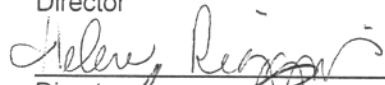

**BE IT FURTHER RESOLVED** that the Manager is directed to consult with the Board and request the immediate turnover of any Owner's account for collection to the Association Attorney wherein the Owner files or is the subject of a petition for relief in bankruptcy, or wherein a lender has commenced any action for foreclosure of its lien against the lot; and

**BE IT FURTHER RESOLVED** that 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 representative of the Association shall discuss the collection of the account directly with the Owner unless the 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. 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. As allowed in the Declaration of Covenants, Conditions and Restrictions, the Association Attorney shall give notice 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 considers it appropriate, the Association Attorney is authorized to enter into an installment payment plan secured by an agreement. Approval of the Association President is required if the terms of such an agreement exceed that allowed by Texas law.
6. If, at the expiration of the period specified in the Association Attorney's demand letter, an account remains delinquent and no payment plan has been reached, or in the event of a default under the terms of a payment plan, the Association Attorney is authorized to take such further action, with the approval of the Association President, as he believes to be in the best interest of the Association including, but not limited to:
  - a. Filing suit against the delinquent Owner for money owed under the Declaration of Covenants, Conditions and Restrictions along with all penalties, interest and expenses incurred by the Association in collection of the debt; 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 24,  
2012, and shall be effective JANUARY 25, 2012.

  
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Director

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Director  
  
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Director  
  
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Director

Filed in the county of Bastrop in the State of Texas on January, \_\_\_ 2012.

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Rose Pietsch*

February 07, 2012 04:54:02 PM  
MARYC FEE: \$28.00 BOOK:2124 PAGE:25-28  
ROSE PIETSCH, County Clerk  
Bastrop, Texas  
201201666

CERTIFICATE