

NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR  
WOODBIDGE

STATE OF TEXAS

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§  
§

COUNTY OF COLLIN  
AND  
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

**THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR  
WOODBIDGE** (this "Notice") is made this 26<sup>th</sup> day of October, 2012, by Woodbridge  
Association, Inc. (the "Association").

WITNESSETH:

**WHEREAS**, Woodbridge Association, Inc., a Texas non-profit corporation (the "Association"), prepared and recorded an instrument entitled "First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodbridge", filed of record in Collin County on December 6, 2001, at Volume 05060, Page 02628 *et seq.* of the Deed Records of Collin County, Texas and filed of record in Dallas County on December 28, 2001, at Volume 2001.251, Page 08723 *et seq.* of the Deed Records of Dallas County, Texas (the "Declaration"); and

**WHEREAS**, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, which development is more particularly described in Exhibit "A" of the Declaration; and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association be recorded in the real property records of the county in which the planned development is located; and

**WHEREAS**, the Association desires to record the attached dedicatory instrument in the real property records of Collin County and Dallas County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

**NOW, THEREFORE**, the dedicatory instrument attached hereto as Exhibit "A" is a true and correct copy of the original and is hereby filed of record in the real property records of Collin County and Dallas County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

**IN WITNESS WHEREOF**, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

WOODBIDGE ASSOCIATION, INC.,  
a Texas non-profit corporation

By: Donald P. Heszy  
President

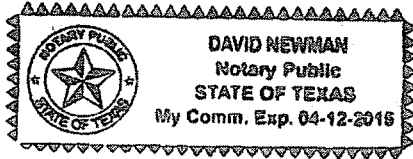
ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, on this day personally appeared Donald P Heszy, President of the Woodbridge Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 26 day of October, 2012.

David Newman  
Notary Public  
State of Texas



04-12-2015  
My Commission Expires

**AFTER RECORDING, RETURN TO:**

Woodbridge Association, Inc.  
800 E. Campbell Road, Suite 130  
Richardson, Texas 75081

## **EXHIBIT "A"**

### **WOODBRIIDGE**

#### **ASSESSMENT COLLECTION POLICY**

The following procedures and practices are established for the collection of Assessments owed and to become owed by Owners in the Development and the application of payments made by Owners and the same are to be known as the "Assessment Collection Policy" for the Association in the discharge of its responsibilities regarding collection of Assessments against Owners and their Lots.

##### **Article I: Authority**

Woodbridge Association, Inc. (the "Association") has authority pursuant to Article VI of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodbridge (the Declaration") to levy Assessments against Owners of Lots located within Woodbridge, a planned development community located in Collin and Dallas County, Texas (the "Development"); and pursuant to Article III of the Bylaws of the Association, authority is given to the Board to create and amend rules and regulations of the Association, and to use certain procedures for the collection of Assessments.

##### **Article II: Purpose**

The Board of Directors (the "Board") finds there is a need to establish orderly procedures for the collection of Assessments that remain unpaid beyond the prescribed due dates and the application of the payments made by Owners in order to encourage Owners to promptly pay their Assessment obligations.

##### **Article III: Objective**

The Association will pursue collection of all Assessments, including Annual Assessments, Neighborhood Assessments, Specific Assessments and Special Assessments (collectively the "Assessment" or "Assessments") for a given fiscal year such that should the recovery of amounts owing by a particular Owner require commencement of collection proceedings, those proceedings will be initiated and, if at all possible, concluded prior to the end of the fiscal year for which the unpaid amounts are due.

##### **Article IV: Definitions**

Capitalized terms within this Assessment Collection Policy include definitions and terms from the Declaration, including the Covenants, Bylaws and Design Guidelines, are incorporated into this document by this reference. The following words, when used in this policy shall have the following meaning:

- Section 4.1 Management. Shall refer to the management company hired under Section 3.18 of the Bylaws, to perform the day to day operations of the Association.
- Section 4.2 Collection Agent. Shall refer to professional(s) hired by the Board under Section 3.18 of the Bylaws other than Management. This may include a collection agent for collection services, or legal counsel for legal services, or both under the circumstances referenced.
- Section 4.3 Ownership Interests. The person who is the Owner of a Lot as of the date an Assessment becomes due is personally liable for the payment of that Assessment. The personal liability for unpaid Assessments passes to the successors in title to a Lot only if expressly assumed by them.
- Section 4.4 Delinquent Owner. This refers to that person who held title to a Lot on the date an Assessment became due but has not paid in full.
- Section 4.5 Current Owner. This refers to that person who subsequently holds title to a Lot after the Delinquent Owner.
- Section 4.6 Owner. In addition to the definition referenced in the Declaration, the term "Owner" of a Lot also refers to the Delinquent Owner or the Current Owner or both, as may be appropriate under the circumstances referenced.
- Section 4.7 Due Dates. Pursuant to Article VI, Section 6.8 of the Declaration, the due date for the Annual Assessment and any Neighborhood Assessment is the first day of January of each year. The due date for a Specific Assessment or Special Assessment shall be set by the Board, but in no event shall it be less than thirty (30) days after the date the Owner is sent notice of such Assessment. The Due Date shall be referenced in any notice of Assessment.
- Section 4.8 Delinquency or Delinquency Date. Any Annual Assessment or Neighborhood Assessment which is not paid in full by January 31st of each year shall be considered Delinquent on February 1 of that same year. Each Specific Assessment or Special Assessment which is not paid by the Due Date referenced in the notice shall be delinquent the first business day after the Due Date.
- Section 4.9 Director of Collections. The Board Treasurer shall serve as the contact person or liaison ("Collections Director") with Management and the Collection Agent. The Board Vice President shall serve as an alternate contact person or liaison ("Alternate Collections Director") in the event Management or Collection Agent is unsuccessful in attempts to communicate with the Collections Director. The Collections Director or Alternate Collections Director will be the contact person with whom Management and Collection Agent will communicate to receive instructions and decisions in connection with collection matters, including, but not limited to, approval or disapproval of payment plans or settlements offered by Owners, waiver of late fees or accrued interest, or instruction to proceed with a scheduled foreclosure sale. The Board herein delegates its rights, powers, and duties associated with these tasks to the Collections Director and Alternate Collections Director and each are hereby given the authority to make decisions on behalf of the Association concerning any individual collection matter.

## Article V: Notification

All notifications shall be sent in accordance with the following:

Section 5.1 Ownership Records. All collection notices and communications will be directed to the person(s) shown by the records of the Association as being the Owner of a Lot for which Assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any such notice or communication will be valid and effective for all purposes pursuant to the Declaration and this Assessment Collection Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both. Each Owner is responsible for ensuring that the Association is apprised of his or her current contact information.

Section 5.2 Notification of Owner's Representative. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interests in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Assessment Collection Policy will be deemed full and effective for all purposes if given to such representative or agent.

Section 5.3 Verification of Indebtedness. For so long as the collection of Assessments may be subject to the requirements of the Fair Debt Collection Practices Act (15 U.S.C. 1692 *et seq.*) (the "FDCPA"), all communications from Management and Collection Agent will include such required notices as are prescribed by the FDCPA. Furthermore, where an Owner requests verification of the indebtedness, Management or Collection Agent will, upon notification of the Owner's request, supply such verification before any further collection action is taken with respect to such Owner. The exercise of the collection rights of the Association regarding Assessments will in all ways comply with the FDCPA to the extent such act may apply.

## Article VI: Collection Process

The following process will be followed by the Association for collecting Delinquent Assessments.

Section 6.1 Reminder Notice. If an Assessment has not been paid by the Delinquency Date, Management is authorized to send a second invoice (referred to as the "Reminder Notice"), within ten (10) days of the Delinquency Date, which will include the unpaid Assessments, collection fees and interest charges. The Reminder Notice will be sent via first-class United States mail.

Section 6.2 Default Letter. If an Assessment has not been paid within the sixty (60) days following the Due Date, Management is authorized to send a notice (referred to as the "Default Letter") to the Owner making formal demand for payment of all outstanding amounts. The Default Letter will be sent via certified mail, return receipt requested, and via first-class United States mail and will, at a minimum, include the following information:

- a) The unpaid Assessments, interest, late charges, collection costs and the handling charges.
- b) A statement that if either (i) the Delinquency is not cured in full, including all accrued interest and other charges then owed, within thirty (30) days of the date of the Owner's receipt of the Default Letter, or (ii) the Owner does not dispute, in writing, the amounts set forth in the Default Letter within thirty (30) days of the Owner's receipt of the Default

Letter, the Delinquency will be deemed to be valid and will be referred to the Collection Agent for the Association for further collection action which may include foreclosure of the Assessment lien, and that once such referral has occurred the Association will then seek reimbursement for all collection fees and related costs incurred.

- c) A statement that the Owner's rights to use the recreational facilities will be suspended upon expiration of the thirty-day period described in Section 6.2(b) above unless the Delinquency is cured or otherwise resolved.
- d) A statement that substantially complies with Section 209.0064(b), including a notice that a payment plan is available.
- e) Such other information as may be required by the debt collection statutes to the extent that any such statutes apply.

Section 6.3 Referral to Collection Agent. If an Owner remains delinquent in the payment of Assessments and related costs for more than thirty (30) days after the issuance of the Default Letter (as provided for above), Management or Director of Collections may, as soon as possible thereafter, refer the delinquency to the Collection Agent for the Association for action as required by this Assessment Collection Policy. Any fees and related charges incurred by virtue of action taken will become part of the Assessment obligation and collected as provided herein.

Section 6.4 Demand Letter. The Collection Agent will send a demand letter (the "Demand Letter") to the Owner advising the Owner of the Association's claim for all outstanding Assessments and related charges, adding to the charges the fees and costs incurred for the Collection Agent's services. The Demand Letter will require the Owner to either (i) pay in full all amounts, or (ii) dispute the validity of the amounts owed, in writing, within thirty (30) days of the Owner's receipt of the Demand Letter. If the amounts owed are disputed, Management or Collection Agent will provide verification of the amounts in accordance with Section 5.3 of this Policy.

Section 6.5 Title Search. If a Delinquent Owner fails to pay the amounts set forth in the initial Demand Letter sent by the Collection Agent or fails to dispute the amounts within the allotted thirty (30) day period, the Collection Agent will order a search of the land records to verify current ownership of the Lot on which the Delinquency exists. If the title report indicates that the Current Owner is other than the Delinquent Owner, Collection Agent will communicate that fact to the Association. A determination will then be made by the Director of Collections whether to pursue collection of the unpaid Assessments from the Delinquent Owner or the Current Owner or both. Based on that determination, the Director of Collections and/or Management will direct Collection Agent to proceed according to this Assessment Collection Policy. Where the title report confirms that the Current Owner is the Delinquent Owner, Management and Collection Agent will proceed according to this Assessment Collection Policy.

Section 6.6 Notice of Lien. If an Owner fails to pay in full all amounts indicated within the Demand Letter by the date specified or fails to dispute the debt within the allotted thirty (30) day period, Collection Agent will cause to be prepared, executed by Collection Agent of the Association, and recorded in the Real Property Records of Dallas and/or Collin County, a written notice (referred to as the "Notice of Lien") setting forth therein the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot covered by the lien. A copy of the Notice of Lien will be sent to the Owner contemporaneously with the filing of same with the County Clerk's office, together with an

additional demand for payment in full of all amounts then outstanding, within thirty (30) days of the date of the transmittal to the Owner of the Notice of Lien.

Section 6.7 Foreclosure. If, after a review by the Director of Collections, it appears that an Owner fails to pay in full all amounts indicated within the additional demand for payment accompanying the Notice of Lien by the date specified or fails to dispute the debt within the allotted thirty (30) day period, Collection Agent will initiate one of the following foreclosure proceedings:

- a) Non-judicial foreclosure. If the laws of the State of Texas allow non-judicial foreclosure of the Assessment lien, upon the expiration of the time period given in the additional demand for payment accompanying the Notice of Lien, the continued delinquency of unpaid Assessments owed will cause the Collection Agent to initiate non-judicial foreclosure of the Lot, pursuant to Section 51.002 of the Texas Property Code, as such statute may be amended or superseded from time to time. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable collection fees. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association may institute a personal judgment suit against the Owner foreclosed upon for any deficiency resulting from the Association's foreclosure of its Assessment lien
  
- b) Judicial Foreclosure/Personal Judgment. When the laws of the State of Texas require that the collection action to be taken is a suit for personal judgment against the Owner and/or for foreclosure of the Assessment lien, upon the expiration of the time period given in the demand letter accompanying the Notice of Lien, the continued delinquency of unpaid Assessments owing will cause the Collection Agent to initiate legal proceedings in a court of competent jurisdiction seeking foreclosure of the Assessment lien and/or recovery of a personal judgment against the Current Owner and, where different, the Delinquent Owner, or from the Current Owner only, for all amounts owing arising from the unpaid Assessments and the collection thereof, including all collection fees and costs. The Director of Collections is instructed to take all actions necessary to obtain an Order of Sale from the Court and to cause such Order to be served upon on the Current Owner, and if such demand is not effective, cause the sheriff or constable, as the case may be, to advertise the auction sale as required by law and sell the identified Lot at auction pursuant to all applicable regulations.

## **Article VII: Charges, Application of Funds Received and Payment Plans**

The following charges will apply to collection efforts:

Section 7.1 Interest. In the event any Assessment, or any portion thereof, is not paid in full on or before the Delinquency Date, interest on the principal amount due may be assessed against the Owner, the rate of said interest to be ten percent (10%) per annum and shall accrue from the Due Date until paid. Such interest, as and when it accrued hereunder, will become part of the Assessment upon which it has accrued and, as such, will be subject to recovery in the manner provided herein for Assessments.

Section 7.2 Handling Charges and Return Check Fees. In order for the Association to recoup the costs incurred because of the additional administrative expenses associated with collecting delinquent Assessments, collection of the following fees shall apply:

- a) Any handling charges, administrative fees, postage or other expenses incurred by the Association in connection with the collection of any Assessment or related amount owed beyond the Delinquency Date for such Assessment will become due and owed by the Delinquent Owner.
- b) A charge of \$25.00 per item will become due and payable for any check tendered to the Association which is dishonored by the drawee of such check, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of Assessments owing with respect to such Owner's Lot.
- c) Any fee or charge becoming due and payable pursuant to this Section 7.2 will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the Assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.

Section 7.3 Application of Funds Received. In accordance with State law, all monies received by the Association will be applied to amounts outstanding to the extent of and in the following order:

- a) First, to delinquent Assessment;
- b) Next, any current Assessment;
- c) Next, to attorney's fees or third party collection costs incurred by the Association associated solely with Assessments or any other charge that could provide the basis for foreclosure;
- d) Next, to any attorney's fees incurred by the association that are not subject to "c" above;
- e) Next, to Specific Assessments or fines;
- f) Next, any other amount owed to the Association.
- g) If a payment is received with any restrictive endorsements contrary with Section 7.3(a) – (f) above, it will be returned to the Owner.

Should the Association receive a payment from an Owner who is in Default of Payment Plan, as defined below, those funds will be applied in the following manner:

- h) First, to interest;
- i) Next, to handling charges, returned check fees and collection costs incurred by the Association;
- j) Next, to Collection Agent fees and related costs advanced by the Collection Agent for and on behalf of the Association;
- k) Next, to delinquent Special Assessments;
- l) Next, to delinquent Neighborhood Assessments;



- m) Next, to delinquent Annual Assessments;
- n) Next, to outstanding Special Assessments, though same may not then be delinquent;
- o) Next, to outstanding Annual Assessments and Neighborhood Assessments, though same may not then be delinquent.
- p) Last, to Specific Assessments;
- q) If a payment is received with any restrictive endorsements contrary with Section 7.3(h) – (p) above, it will be returned to the Owner.

Section 7.4 Compromise of Assessment Obligations. In order to expedite the handling of collection of delinquent Assessments owed to the Association, the Director of Collections may, at any time, compromise or waive the payment of any Assessment, interest, handling charge, collection cost, legal fee or any other applicable charge. The Association may, at its option, notify the Internal Revenue Service of the waiver or forgiveness of any Assessment obligation.

Section 7.5 Credit Bureaus. The Association may also notify any credit bureau of an Owner's Delinquency. The Association will notify the Owner that it has filed such a report and will comply with any local, state, or federal laws in connection with the filing of such report.

Section 7.6 Payment Plan Parameters. The following outlines parameters for Management to automatically approve payment plans that meet the following criteria. Any payment plans or Owner proposals which fall outside the following parameters must be forwarded to the Director of Collections for consideration.

- a) Payment Plans. *No payment plans exist unless approved in writing by Management or Director of Collections*. Management is hereby authorized to accept payment plans presented by delinquent Owners without seeking prior approval of the Director of Collections provided the proposal includes:
  - 1) Name and address of Owner;
  - 2) A check or money order in the amount of the first proposed payment of the plan submitted by Owner for consideration;
  - 3) Specific dates (i.e.: month/date/year) of each payment on the plan;
  - 4) Amount due on each payment date;
  - 5) Sum of the payments submitted will total the amount presently due;
  - 6) Will include the statement "Final payment will be adjusted to include any miscellaneous charges including interest"; and
  - 7) Duration of payment plans shall be no more than nine (9) months from the date of the first payment on the plan.

NOTE: Submitted payment plans not containing the above information may be declined for lack of information.

A one-time payment plan processing fee commensurate with the contractual obligations between the Association and Management or Collection Agent will be charged on the Owner's account at the time the payment plan is approved.

Interest shall be charged in accordance with Article VI of the First Amended and Restated Covenants, Conditions and Restrictions for Woodbridge.

By submitting a payment plan, the Owner agrees to keep current any and all Assessments, regular, special and specific, which become due during the term of the payment plan.

Owners who wish to have their monthly payment plan payments automatically paid, can make such arrangements on the Association's website under the My Profile header only after their payment plans are approved in writing.

With respect to payment plans proposed by Owners which do not meet the above stated terms and conditions, such plans shall be submitted to the Director of Collections for consideration.

- b) Delinquency and Default of Payment Plan. Any payment on an approved payment plan not received by Management or Collection Agent by the end of the fifth (5<sup>th</sup>) business day after the due date of payment shall be considered delinquent. Management or Collection Agent shall notify in writing by first class mail and certified mail return receipt requested, of the payment plan delinquency. Such notification shall require the Owner to make the delinquent payment within seven (7) business days of the date of the notification letter. If delinquent payment is not made with the seven (7) business days, the account shall be considered in Default of Payment Plan and the account shall proceed to the next step in the collection process. The instance of a delinquency shall not change the due date of any following payments on the payment plan.

If an Owner defaults on a payment plan the Board, in accordance with state law, is not required to enter into a payment plan for a period of two years from the date of the original default.

- c) Late Charges and Interest. Without seeking the prior approval of the Director of Collections and in order to facilitate quick resolution and payment of outstanding amounts, in the event an Owner submits a proposal for payment along with a request to waive any charges or fees, Management is hereby authorized to waive only interest in an amount not to exceed \$10.00, on any individual Assessment collection account. With respect to requests for waiver of interest in an amount in excess of \$10.00, or for waiver of any other fees, charges or amounts, the Director of Collections will make the final decision and then direct Management or Collection Agent to proceed accordingly.

The Board shall review this policy annually to ensure compliance with any local, state or federal statutes. This policy may be amended by a simple majority vote at a duly called meeting of the Board.



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
11/07/2012 02:55:46 PM  
\$52.00 CLUNA  
20121107001425750