

**CHAMPION FOREST FUND, INC.  
AMENDED COLLECTIONS POLICY**

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

WHEREAS, Champion Forest Fund, Inc., (hereinafter the “Association”) is a Texas nonprofit corporation and the governing entity for the Champion Forest, Sections 1-10, additions in Harris County, Texas, according to the Declarations thereof, along with any amendments or supplements thereto, recorded in the Real Property Records of Harris County, Texas as follows:

<b>Section</b>	<b>Clerk’s File No.</b>
1	E959351
2	F584636
3	H523486
4	G109681
5	F980174
6	G426837
7	G869770
8	G869769
9	H669681
10	M448687

WHEREAS, the Association’s Declarations provide that assessments not paid by their due date shall be delinquent and that the Association’s lien may be enforced by suit, judgment, and foreclosure under Texas Law; and

WHEREAS the Association’s Board of Directors has determined that is desirable to update its existing collections policy;

WHEREAS, the previous Collections Policy for the Subdivision is filed under Clerk’s File No. 20150062124, is hereby replaced with this Amended Collections Policy; and

WHEREAS Section 204.010(a)(13) of the Texas Property Code authorizes the Association, by and through its Board of Directors, to adopt rules regulating the collection of delinquent assessments and the application of payments; and,

WHEREAS this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code §202.001, et. seq, and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, in view of the foregoing and in compliance with the Texas Property Code, the Association hereby adopts and imposes on the Subdivision the following:

RP-2021-556695

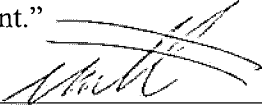
## COLLECTIONS POLICY

1. The annual assessment shall be due and payable on January 1<sup>st</sup> of each year.
2. Any assessment that remain unpaid by January 31<sup>st</sup> shall be considered delinquent.
3. Delinquent assessments shall be assessed a **late fee** of \$50.00 on February 1<sup>st</sup>.
4. Delinquent assessment shall be further assessed a penalty of 10% per annum.
5. On or about February 15<sup>th</sup>, a notice of delinquency shall be mailed to each owner whose assessment remains delinquent. The notice shall specify the amount of the delinquent payments including interest accrued and late fees applied as of the notice date.
6. On March 2<sup>nd</sup>, annual assessment accounts remaining delinquent shall be assessed a **second late fee** of \$150.00 (in addition to the prior \$50.00 late fee).
7. If the assessment remains unpaid by March 15<sup>th</sup>, a second notice of delinquency shall be mailed to the Owner including a demand for payment of the full amount owing (i.e. the assessment plus accrued interest as of that date within ten days of the second notice date). The letter shall also state that fees for legal services, including those for a written demand letter will accrue and be reflected on the next billing.
8. If a timely response to the demand for payment is not received, a 45-day demand letter for payment, as required by law, will be issued *via* certified mail, return receipt requested. This letter will advise the Owner that, should payment not be received before its expiration, the account will be referred to the Association's attorney, at which time legal fees will be incurred and billed to the owner.
9. If payment is still not received after expiration of the 45-day demand letter, the account will be referred to the Association's attorney with instructions to send the aforementioned demand letter.
10. If payment of the delinquent amount is not made following the attorney's demand letter, the Board will review the delinquency file with the Managing Agent and may elect a remedy at law or equity, which may include but is not limited to, filing a small claims petition, seeking a judicial foreclosure in civil district court, or any other remedy authorized by the Declaration.

**[SIGNATURE BLOCKS AND ACKNOWLEDGEMENT FOLLOW]**

**CERTIFICATION**

“I, the undersigned, being the president of Champion Forest Fund, Inc., hereby certify that the foregoing was adopted by at least a majority of the Champion Forest Fund, Inc.’s Board of Directors, at an open Board meeting, properly noticed to the members, at which a quorum of the Board was present.”

By: , President

Print Name: Mary Matthews

**ACKNOWLEDGEMENT**

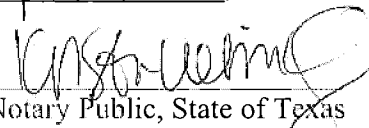
STATE OF TEXAS §

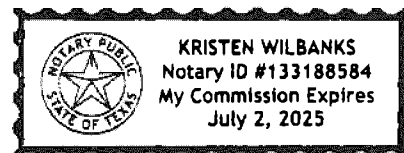
§

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day, personally appeared the person 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 23<sup>rd</sup> day of September, 2021.

  
Notary Public, State of Texas



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# Pages 4  
09/28/2021 02:22 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$26.00

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.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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