



OFFICE CONDOMINIUM
OWNERS ASSOCIATION, INC.
P.O. BOX 90669
HOUSTON, TEXAS 77290

Resolution

**Pin Oak Office Condominiums Owners Association, Inc.
26717 Westheimer Parkway, Katy, TX 77494**

RE: Assessment Due Date, Collection Policy, and Payment Plan

The Declaration of Pin Oak Office Owners Association, Inc., sets forth the right to set policy regarding collections. Per Declaration recorded in Fort Bend County, Texas; property records; File record number 2022013098; Declaration of Condominium for Pin Oak Office Owners Association Inc.; Section 5, Covenant for Assessments, Section 7, Effect of Nonpayment of Assessments, Page 17. The Board is authorized and reserves the right to make necessary adjustments to the policy set forth either by but not limited to changes in collection laws by local, State, or Federal Governments.

Per Authorization of the Declarant and the Board of Directors the following schedule is set forth in Assessment Due Dates, Imposed Late Fee, Notices via Email or USPS and Certified Notification by Acting Attorney on behalf the Association.

Assessments will be due in a Quarterly Schedule:

1st Quarter: January 1st, of each calendar year

2nd Quarter: April 1st, of each calendar year

3rd Quarter: July 1st, of each calendar year

4th Quarter: October 1st, of each calendar year

Imposed late fee of Twenty Five Dollars (\$25.00) shall be applied after the 30th day after each due date referenced above. The imposed late fee will be applied to the account thereafter on each reoccurring 30th day of the reoccurring month until the account is brought into good standing or a payment plan has been approved by acting Board of Directors or its agents.

First Notice Thirty (30) day: A reminder letter will be issued once the account is considered delinquent. The letter issued will be a thirty (30) day notice to bring the account current and will not void and present or future fee's associated to the delinquency of the account.

Second Notice Ten (10) day: A letter will be issued to notify the account is considered delinquent with notification issued prior of thirty (30) days or more. The notification will advise that the delinquent account will be subject to attorney for collections and advise delinquent party of their rights and offer a payment plan.

The Declaration, Section 6 The Association may, in addition to its rights under Section 6 above and the Act, enforce collection of delinquent Assessments by suit at law for a money judgment, and the expenses incurred in collecting unpaid Assessments, including interest, costs and attorneys' fees shall be chargeable to the Owner in default. The Board may resolve that an Owner in default shall not be entitled to vote at any meeting of the Association so long as such default is in existence, unless otherwise provided in the Act. If an Owner's account has been delinquent for at least 30 days, the Board may suspend the right of Owners and occupants to use Common Elements and common services during the period of delinquency. Services include master-metered or sub-metered utilities serving the Unit. The Board may not suspend an Owner or occupant's right of access to the Unit. The Board may suspend the right to vote appurtenant to the Unit. Suspension does not constitute a waiver or discharge of the Owner's obligation to pay assessments.

The personal obligation of the Unit Owner to pay the Assessments levied by the Association (Regular, Special, or otherwise) shall be and are secured by a continuing lien on the Unit and on the rents and insurance proceeds received by the Unit Owner relating to the Owner's Unit, such continuing lien being created and reserved herein in accordance with Section 82.113 of the Texas Property Code in favor of the Association, and being reserved by the Declarant and granted and assigned to the Association without recourse. The Association's lien for assessments is created by the recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of a lien shall be required. To evidence the Assessment lien, the Board may, but is not required to cause a written notice of the lien to be recorded in the county's real property records. After the debt for which the notice was recorded has been cured, the Association may record a release of the notice or a "notice of payment" that any delinquent obligation has been paid or satisfied. The Association may require reimbursement of its costs of preparing and recording the notices before granting the release or notice of payment.

The lien in favor of the Association may be enforced by power of sale as provided in Section 51.002 of the Texas Property Code, and the expenses incurred in connection therewith, including late fees, interest, costs and attorneys' fees, shall be chargeable to the Owner in default. In no event shall the Association foreclose a lien securing the payment of Assessments consisting solely of fines. Each Owner, by acceptance of the Deed to his or her Condominium Unit, agrees that the Association and its designated agents have the

authority, right and power to enforce the above-described liens for Assessments by all legal methods available for the enforcement of liens, including non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code, as amended. By acceptance of the Deed to his or her Condominium Unit, a Unit Owner grants to the Association a power of sale in connection with the Association's lien. By written resolution, the Board may appoint, from time to time, an officer, agent, trustee, or attorney of the Association to exercise the power of sale on behalf of the Association. The Association shall exercise its power of, sale pursuant to Section 51.002 (or its successor) of the Texas Property Code. Such liens shall be subordinate, secondary and inferior to: (i) assessments, liens and charges in favor of the State of Texas and any political subdivision thereof for real property taxes that are due and unpaid on such Condominium Unit; and (ii) any First Mortgage filed for record prior to the date payment of such Assessment for Common Expenses became due and payable. The Board or Managing Agent may, but shall not be obligated to, elect to prepare and execute a notice of assessment (a "Notice of Assessment") which sets forth the amount of the unpaid indebtedness, the name of the Owner, and a description of the Condominium Unit, and may record the Notice of Assessment in the Real Property Records of Fort Bend County, Texas. Notice of an unpaid Regular Assessment or Special Assessment and such lien in favor of the Association, may be recorded in the Official Records of Fort Bend County, Texas. The lien for Common Expenses herein provided for may be enforced by the Association by non-judicial foreclosure of and on the Condominium Unit owned by the defaulting Owner, without prejudice and subject to the aforesaid prior and superior liens, in the same manner as non-judicial foreclosures under mortgages on real property located in the State of Texas; provided, however, at any time prior to the foreclosure sale, the Owner of the Condominium Unit to be sold at such foreclosure sale may avoid foreclosure by paying all amounts due to the Association. No foreclosure suit or sale thereunder shall affect or impair any of the prior liens above mentioned. The Board of Directors or any person authorized by it, acting on behalf of the Association, shall have power to bid on the Condominium Unit being foreclosed at the foreclosure sale, and to acquire, hold, lease, mortgage or convey the same on behalf of the Association. All funds realized from any foreclosure sale shall be applied first to the costs and expenses of filing and prosecuting the foreclosure, including all trustee's and attorneys' fees, and then towards payment of the indebtedness, and the remainder, if any, shall be paid over to the Owner or Owners as their interest may appear. Upon the foreclosure by the Association of the lien provided for herein, the Owner shall be deemed to constitute a Tenant at sufferance of the purchaser of the Unit at such foreclosure sale, and such purchaser shall be entitled to pursue the eviction of such Owner by virtue of forcible entry and detainer proceedings if such Owner fails or refuses to vacate the Unit on demand. In the event the proceeds realized from the foreclosure sale, applied as aforesaid, shall be insufficient to pay off and discharge the whole amount of the assessments sued on, then the purchaser acquiring title to such Condominium Unit at such foreclosure sale, whoever he or she may be, other than the Owner sued, shall not be liable for the deficiency, but such deficiency shall be deemed a Common Expense, collectible from all Owners, including the purchaser at the foreclosure sale, on a pro-rata basis as in the case of other Common Expenses. The defaulting Owner shall remain personally liable to the other Owners paying such deficiency, and the Association may pursue recovery of such deficiencies from the defaulting Owner. If an Owner defaults in paying an Assessment that is payable in installments, the Board may

accelerate the remaining installments on ten (10) days' written notice to the defaulting Owner. The entire unpaid balance of the Assessment becomes due on the date stated in the notice.

This resolution is within accordance of state and federal law, and State 209 Property Code.

This Resolution was adopted on the 5th day of August, 2022 by the Board of Directors.

Signed: [Signature]

Print: Allen Perez
President

STATE OF TEXAS §

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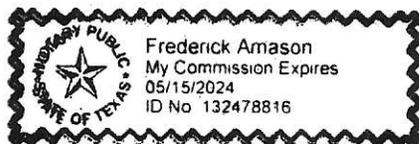
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 05 day of AUGUST, 2022

By: [Signature]
Signature

FREDERICK AMASON
Print

Pin Oak Office Owners Association, Inc, President (Developer), KMK Development Services, LLC a Texas Limited Liability company, inconsideration of, and for the purposes hearin stated.



Notary Public, State of Texas