

AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF THE TEXAS PROPERTY CODE

THE STATE OF TEXAS §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared BARBARA LOWRY, who, being by me duly sworn according to law, stated the following under oath:

"My name is BARBARA LOWRY. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

Association Management Services is the Managing Agent of Cresta Bella Homeowners Association, Inc. (the "Association"). Association Management Services is the custodian of the records for the Association, and I have been authorized by the Association's Board of Directors to sign this Affidavit.

The Association is a "property owners' association" as that term is defined in *Section 202.001 of the Texas Property Code*. The Association's jurisdiction includes, but may not be limited to, the property subject to:

(a) the Cresta Bella Master Declaration of Protective Covenants, Conditions and Restrictions, as amended from time to time, recorded on December 8, 2008 in Volume 13780, Page 2425 of the Official Public Records of Bexar County, Texas;

(b) that Amended and Restated Master Declaration and Agreement of Protective Covenants, Restrictions and Easements, recorded on December 22, 2011 in Volume 15277, Page 466 of the Official Public Records of Bexar County, Texas; and as re-recorded on January 6, 2012 in Volume 15301, Page 1317 of the Official Public Records of Bexar County, Texas;

(c) that certain Declarations of Covenants, Conditions and Restrictions for Cresta Bella, an Enclave, Units 3 and 5 and the Cresta Bella Homeowners Association, Inc., recorded on September 21, 2009 in Volume 14181, Page 585 of the Official Public Records of Bexar County, Texas; as re-recorded on September 23, 2009 in Volume 14184, Page 1476 of the Official Public Records of Bexar County, Texas; and re-recorded on September 24, 2009 in Volume 14185, Page 1037 of the Official Public Records of Bexar County, Texas;

(d) that certain Declarations of Covenants, Conditions and Restrictions for Cresta Bella, an Enclave, Unit 4 and the Cresta Bella Homeowners Association, Inc., recorded on March 4, 2010 in Volume 14385, Page 1256 of the Official Public Records of Bexar County, Texas;

(e) that certain Amended and Restated Residential Declaration and Agreement of Protective Covenants, Conditions, Restrictions and Easements, recorded on July 23, 2013 in Volume 16242, Page 979 of the Official Public Records of Bexar County, Texas;

(f) that certain Supplemental Declaration of Protective Covenants, Conditions and Restrictions Cresta Bella, Units 1A Enclave and 2A Enclave, recorded on July 18, 2014 in Volume 16775, Page 1899, of the Official Public Records of Bexar County, Texas, and re-recorded on July 18, 2014 in Volume 16776, Page 412 of the Official Public Records of Bexar County, Texas;

(g) that certain Supplemental Declaration of Protective Covenants, Conditions and Restrictions Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Cresta Bella, Unit 4A-

7B Enclave, recorded on August 28, 2014 in Volume 16835, Page 1872 of the Official Public Records of Bexar County, Texas, imposing supplemental covenants, conditions and restrictions upon the residential unit known as Cresta Bella, Unit 4A-7B Enclave;

(h) That certain Second Amended and Restated Residential Declaration and Agreement of Protective Covenants, Conditions and Restrictions and Easements, recorded on September 23, 2014 in Volume 16881, Page 1165 of the Official Public Records of Bexar County, Texas.

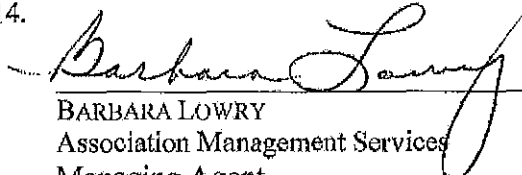
Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

Collection Policy

The document attached hereto is subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at:

Association Management Services
1600 NE Loop 410 Suite 202
San Antonio, Texas 78206
(210) 829-7202 Office
(210) 829-5207 Fax
Barbara@ams-sa.com

SIGNED on this the 7 day of October, 2014.


BARBARA LOWRY
Association Management Services
Managing Agent

VERIFICATION

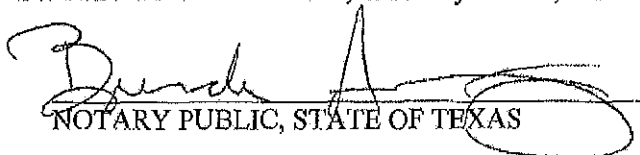
THE STATE OF TEXAS

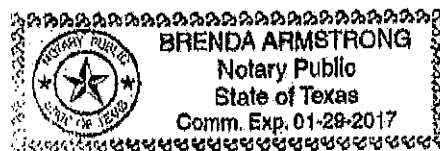
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COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared BARBARA LOWRY, President of Association Management Services who, after being duly sworn, acknowledged and stated under oath that he/she has read the above and foregoing Affidavit and that every factual statement contained therein is within his/her personal knowledge and is true and correct.

7 ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the
day of October, 2014.


NOTARY PUBLIC, STATE OF TEXAS



After Recording, Return To:
Michael B. Thurman
Thurman & Phillips, P.C.
8000 IH 10 West, Suite 1000
San Antonio, Texas 78230

CRESTA BELLA HOMEOWNERS ASSOCIATION, INC.
COLLECTION POLICY

This Collection Policy ("POLICY") setting forth the policy of **CRESTA BELLA HOMEOWNERS ASSOCIATION, INC.** (the "ASSOCIATION") in connection with the collection of assessments, expenses, charges, and fees and for establishment of a Collection Policy was duly adopted by the Board of Directors of the ASSOCIATION on the 24 day of September 2014.

This POLICY is adopted to set forth the procedures, expenses, penalties and requirements for the ASSOCIATION in connection with the collection of delinquent assessments, expenses, charges and fees. Any previously adopted Collection Policies are of no further force or effect.

1. DUE DATE OF ASSESSMENTS

A. General Assessments:

General assessment shall be billed on an annual basis in December of each year until amended by the Board. The annual general assessment shall be due and payable on or before January 1st of each year ("DUE DATE"). At the discretion of the Board, assessments may be billed at other intervals if the Board determines there is a necessity to do so. In such event, the Board shall set the Due Date if different than stated above. On the 1st day of the month following the DUE DATE, a delinquent account shall commence the accrual of administrative fees and interest, as permitted by the DEDICATORY INSTRUMENTS of ASSOCIATION and/or the Texas Property Code.

B. Special Assessments:

Special Assessments shall be billed pursuant to the terms adopted by the Board in accordance with Article II, Section 2.8 of the Second Amended and Restated Residential Declaration and Agreement of Protective Covenants, Conditions, Restrictions and Easements for Cresta Bella Subdivision.

C. Specific Assessments:

Specific Assessments shall be billed pursuant to the terms adopted by the Board for collection of assessments as permitted by Article II, Section 2.09 of the Second Amended and Restated Residential Declaration and Agreement of Protective Covenants, Conditions, Restrictions and Easements for Cresta Bella Subdivision.

D. Reserve Fund Assessments:

Reserve Fund Assessments shall be due and payable upon the conveyance of each Lot in accordance with Article II, Section 2.10 of the Second Amended and Restated Residential Declaration and Agreement of Protective Covenants, Conditions, Restrictions and Easements for Cresta Bella Subdivision.

E. Receipt of Billing:

It is the duty and obligation of each Member to notify the ASSOCIATION by January 15th if no bill is received. It shall be no defense to the Member's obligation to pay any amount due because of the Member not receiving a bill.

2. ACCOUNT FEES

A. Interest:

Any account balance not paid within thirty (30) days of the specified Due Date ("DELINQUENT ACCOUNT"), including all collection costs, penalties, fees and expenses, including reasonable attorney's fees shall bear interest at the lesser of: (a) six percent (6%) per annum or (b) the maximum rate of interest allowed by law.

B. Lien and Filing Fees:

Any Delinquent Account for which an affidavit of non-payment is filed shall be charged the costs incurred by ASSOCIATION for preparing and filing in the county records.

C. Return Payment Fee:

If a Member's payment is returned and/or dishonored for any reason, the Member will be charged \$25.00 per occurrence for the dishonored payment.

D. Costs:

All collection costs, fees and expenses, including reasonable attorney's fees shall be charged to the account of the delinquent Member.

E. Administrative Fees:

A DELINQUENT ACCOUNT shall be charged an administrative fee of \$20.00 per month commencing on the 1st day of the month following the DUE DATE. If the delinquent Member requests a Payment Agreement, the administrative fee shall continue to be charged in addition to the monthly assessment payment required. In the event the ASSOCIATION is managed by a third party management company, the administrative fee shall equal any charge billed by the management company.

3. ASSESSMENT LIEN

All assessments, charges, fees and other expenses, including reasonable attorney's fees, incurred by the ASSOCIATION in collecting unpaid amounts or enforcing the Declaration, Bylaws, rules, regulations and/or policies of the ASSOCIATION ("DEDICATORY INSTRUMENTS"), payable by a Member shall be a charge on a Member's property and secured

by a continuing lien as per the DEDICATORY INSTRUMENTS, subject to applicable limitations imposed by the Texas Property Code.

4. ACCOUNT INFORMATION

It is the sole responsibility and obligation of the Member to provide the ASSOCIATION current billing information. If no information is provided, the ASSOCIATION shall use the Member's last known mailing address as reflected in the records of the ASSOCIATION.

5. THIRD PARTY COLLECTION COSTS

A delinquent Member shall be held liable for fees of a collection agent retained by the ASSOCIATION provided the ASSOCIATION complies with TEXAS PROPERTY CODE SECTION 209.0064, as amended, and provides written notice to the Member by certified mail, return receipt requested, at Member's address on record with the ASSOCIATION that:

- A. Specifies each delinquent amount and the total amount of the payment required to make the account current;
- B. Describes the options the Member has to avoid having the account turned over to a collection agent, including information regarding availability of a payment plan through the ASSOCIATION; and
- C. Provides a period of at least thirty (30) days for the Member to cure the delinquency before further collection action is taken.
- D. Provides notice that attorney's and/or collection agent's fees and costs will be charged to the Member if the delinquency continues after a certain date.

6. PRIORITY OF PAYMENTS

- A. Except as provided by 6(b), payment received by the ASSOCIATION from a Member shall be applied to the Member's debt in the following order of priority:
 - (i) Any delinquent assessment;
 - (ii) Any current assessment;
 - (iii) Any attorney's fees or third party collection costs incurred by ASSOCIATION associated solely with the assessments or any other charge that could provide the basis for foreclosure;
 - (iv) Any attorney's fees incurred by the ASSOCIATION that are not subject to 6(iii); and
 - (v) Any other amount owed to ASSOCIATION.
- B. If, at the time the ASSOCIATION receives a payment from a Member, the Member is in default under a payment plan entered into with the ASSOCIATION, the ASSOCIATION is not required to apply the payment in the order of priority specified by Paragraph A above.

7. DELINQUENCY NOTIFICATION

The ASSOCIATION may cause to be sent the following notification(s) to delinquent Members:

- A. PAST DUE NOTICE: In the event that any Assessment Payment balance remains unpaid thirty (30) days from the due date, a Past Due Notice may be sent via regular mail to each Member with a DELINQUENT ACCOUNT setting forth all Assessments, interest and other amounts due. The Past Due Notice will contain a statement that the entire remaining unpaid balance of the Assessment is due and that the Member is entitled to a Payment Plan as required by the Texas Property Code. **In the event a Member chooses to enter a Payment Plan, a charge of \$15.00 dollars per month will be added to each delinquent Member's account balance for administrative costs related to the Payment Plan and such additional administrative costs will continue until the entire balance is paid in full.**
- B. FINAL NOTICE: In the event the entire Assessment is not paid in full within thirty (30) days of a Past Due Notice, or there is a default on the Payment Plan, where an Assessment account balance remains unpaid sixty (60) days or later from the due date, a Final Notice may be sent via certified mail, return receipt requested, to each delinquent Member. The Final Notice will set forth the following information and results of failure to pay, including an explanation of:
- (i) AMOUNTS DUE: All delinquent Assessments and the total amount of the payment required to make the account current, interest and other amounts due;
 - (ii) HEARING: If the Board elects to suspend a Member's rights or privileges, prior to doing so, Members shall be given notice and opportunity for a hearing before the Board. If the Board intends to only pursue the collection of the DELINQUENT ACCOUNT without a suspension of privileges, the Member is not entitled to a hearing. If applicable, a hearing shall be granted if a written request for a hearing is received by the ASSOCIATION not more than thirty (30) days from the Member's receipt of the Final Notice;

If a hearing is requested within thirty (30) days from receipt of the Final Notice, further collection procedures are suspended until the hearing process is completed. The Board shall set a hearing date not later than thirty (30) days after receipt of Member's request for a hearing. Either party may request a postponement, which shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of both parties. Further collection steps will be determined by the action of the Board.
 - (iii) REFERRAL OF ACCOUNT: Advise that in the event the DELINQUENT ACCOUNT is not paid in accordance with the demand, the DELINQUENT ACCOUNT will be referred to an attorney and all collection costs will be charged to the delinquent Member's account.

8. REFERRAL OF ACCOUNT TO ASSOCIATION ATTORNEY

Upon referral of the account to the ASSOCIATION's attorney, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a lawsuit against the delinquent Member for a money judgment and foreclosure, instituting an expedited foreclosure action or judicial foreclosure proceeding; and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the ASSOCIATION's interests.

In the event the ASSOCIATION has determined to foreclose its lien provided in the Declaration, and to exercise the power of sale thereby granted, such foreclosure shall be accomplished pursuant to the requirements of Section 209.0092 of the Texas Property Code by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas. Alternatively, the ASSOCIATION may commence an action for a monetary judgment and judicial foreclosure of the lien permitted by Tex. R. Civ. P. 735.3 which provides "any lien that may be foreclosed using Rule 736 procedures may also be foreclosed by judgment foreclosure in an action for judicial foreclosure".

9. BANKRUPTCIES

Upon receipt of any notice of a bankruptcy of a Member, the account may be turned over to the ASSOCIATION's attorney so that the ASSOCIATION's interests may be protected.

10. MISCELLANEOUS

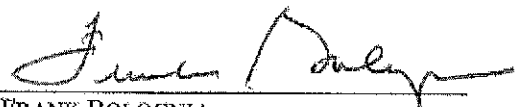
- A. This POLICY is in addition to, and not in substitution of, all other rules, regulations and provisions of the Cresta Bella DEDICATORY INSTRUMENTS as defined by TEXAS PROPERTY CODE §202.001, as amended, all of which remain in full force and effect unless in conflict with the terms contained herein and in which case, this POLICY shall control.
- B. Any failure of the ASSOCIATION to seek enforcement or compliance with this POLICY shall not be deemed a waiver of the rights of the ASSOCIATION to seek enforcement or compliance at any time thereafter. The ASSOCIATION shall have the discretion to vary the policy contained herein as a result of the particular circumstances of an account as may exist from time to time.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing policy was duly approved and adopted by the Board of Directors of the CRESTA BELLA HOMEOWNERS ASSOCIATION, INC. on the date first above written, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing policy constitutes a dedicatory instrument under Tex. Prop. Code §202.006 which applies to the operation of Cresta Bella, a subdivision located in Bexar County, Texas, as hereinabove described.

Signed this 24th day of September, 2014.

CRESTA BELLA HOMEOWNERS ASSOCIATION, INC.

By: 

Name: FRANK BOLOGNIA

Its: PRESIDENT

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Pages 10
10/07/2014 3:03PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$58.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
10/07/2014 3:03PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff