

**EIGHTH SUPPLEMENTAL
NOTICE OF DEDICATORY INSTRUMENTS FOR
ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the authorized representative of Atascocita Community Improvement Association, a property owner's association as defined in Section 202.001 of the Texas Property Code (the "**Association**"), hereby supplements the "Notice of Dedicatory Instruments for Atascocita Community Improvement Association" ("Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on January 3, 2000 under Clerk's File No. U153832, the "First Supplemental Notice of Dedicatory Instruments for Atascocita Community Improvement Association" (the "First Supplemental Notice"), recorded in the Official Public Records of Real Property of Harris County, Texas on January 6, 2006 under Clerk's File No. Z012914, the "Second Supplemental Notice of Dedicatory Instruments for Atascocita Community Improvement Association" (the "Second Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on August 9, 2011 under Clerk's File No. 20110331747, the "Third Supplemental Notice of Dedicatory Instruments for Atascocita Community Improvement Association" (the "Third Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on January 6, 2012 under Clerk's File No. 20120009036, the "Fourth Supplemental Notice of Dedicatory Instruments for Atascocita Community Improvement Association" (the "Fourth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on January 20, 2012 under Clerk's File No. 20120028618, the "Fifth Supplemental Notice of Dedicatory Instruments for Atascocita Community Improvement Association" (the "Fifth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on July 17, 2012 under Clerk's File No. 20120318522, the "Sixth Supplemental Notice of Dedicatory Instruments for Atascocita Community Improvement Association" (the "Sixth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on January 10, 2019 under Clerk's File No. RP-2019-12264, and the "Seventh Supplemental Notice of Dedicatory Instruments for Atascocita Community Improvement Association" (the "Seventh Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on February 15, 2019 under Clerk's File No. RP-2019-62887, which instruments were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

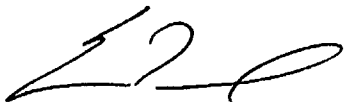
Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice and all previously recorded Supplemental Notices, the following document is a Dedicatory Instrument governing the Association:

- **Collection Policy for Atascocita Community Improvement Association.**

This Eighth Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Eighth Supplemental Notice is true and correct and the document attached to this Eighth Supplemental Notice is a true and correct copy of the original.

RP-2020-411617

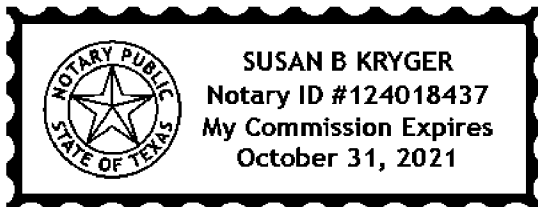
ATASCOCITA COMMUNITY
IMPROVEMENT ASSOCIATION

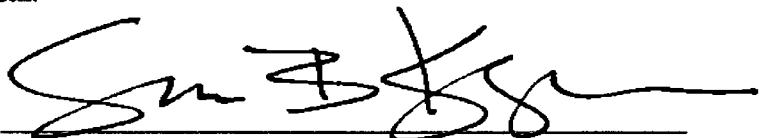
By: 
Eric B. Tonsul, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Eric B. Tonsul, authorized representative of Atascocita Community Improvement Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 2nd day of September, 2020, to certify which witness my hand and official seal.




Notary Public in and for the State of Texas

COLLECTION POLICY
for
ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Charles Weiss, President of Atascocita Community Improvement Association (the “**Association**”), do hereby certify that at a meeting of the Board of Trustees (the “**Board**”) of the Association duly called and held on the 31 st day of August, 2020, with at least a quorum of the Board being present and remaining throughout, and being duly authorized to transact business, the following Collection Policy was duly approved by a majority vote of the members of the Board.

RECITALS:

1. The Board enforces the provisions of the Declaration applicable to the Property to address the collection and processing of assessments and other charges due and owing to the Association.
2. The Board desires to adopt a Collection Policy consistent with the Association’s Dedicatory Instruments [as that term is defined in Texas Property Code Section 202.001(1)] and state law.

WITNESSETH:

It is the policy of the Association to enforce the provisions of the Dedicatory Instruments applicable to the Property regarding the collection of assessments in accordance with the following Collection Policy (“**Policy**”):

Section 1. Definitions. Capitalized terms used in this Policy have the following meanings:

- 1.1. **Assessment** - The regular assessment, special assessments and any other charge(s) for which an Owner is responsible as provided for in the Declaration which is secured by the Association's lien and the collection which is governed by the Declaration and/or state law.
- 1.2. **Declaration** – means the following:

The Declaration of Covenants and Restrictions for Atascocita Shores, Sections One and Two, recorded under Clerk’s File No. E093167 of the Official Public Records of Real Property of Harris County, Texas, and any other applicable amendments, annexations or supplements not included herein and any future amendments, annexations or supplements.

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1.3. **Dedictory Instruments** - Each document governing the establishment, maintenance or operation of the properties within the Property, as more particularly defined in Section 202.001(1) of the Texas Property Code.

1.4. **Property** - Pinehurst of Atascocita, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 206, Page 55, of the Map Records of Harris County, Texas;

Pinehurst of Atascocita, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 212, Page 77, of the Map Records of Harris County, Texas;

Pinehurst of Atascocita, Section Three (3), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 216, Page 36, of the Map Records of Harris County, Texas;

Pinehurst of Atascocita, Section Four (4), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 238, Page 92, of the Map Records of Harris County, Texas;

Pinehurst of Atascocita, Section Five (5), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 247, Page 102, of the Map Records of Harris County, Texas;

Pinehurst of Atascocita, Section Six (6), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 250, Page 132, of the Map Records of Harris County, Texas;

Pinehurst of Atascocita, Section Seven (7), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 286, Page 73, of the Map Records of Harris County, Texas;

Pinehurst of Atascocita, Section Eight (8), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 331, Page 140, of the Map Records of Harris County, Texas;

Pinehurst of Atascocita, Section Nine (9), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 260, Page 120, of the Map Records of Harris County, Texas;

Pinehurst of Atascocita, Section Ten (10), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 276, Page 54, of the Map Records of Harris County, Texas;

Pinehurst of Atascocita, Section Eleven (11), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 316, Page 14, of the Map Records of Harris County, Texas;

Pines of Atascocita, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 224, Page 86, of the Map Records of Harris County, Texas;

Pines of Atascocita, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 286, Page 93, of the Map Records of Harris County, Texas;

Pines of Atascocita, Section Four (4), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 377, Page 140, of the Map Records of Harris County, Texas;

Atascocita Shores, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 205, Page 127, of the Map Records of Harris County, Texas;

Atascocita Shores, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 212, Page 57, of the Map Records of Harris County, Texas;

Atascocita Shores, Section Three (3), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 212, Page 66, of the Map Records of Harris County, Texas;

Atascocita Shores, Section Four (4), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 255, Page 59, of the Map Records of Harris County, Texas;

Atascocita Shores, Section Five (5), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 284, Page 107, of the Map Records of Harris County, Texas;

Atascocita Shores, Section Six (6), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 316, Page 144, of the Map Records of Harris County, Texas;

Golf Villas of Atascocita, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 284, Page 126, of the Map Records of Harris County, Texas;

Club Point of Atascocita, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 346, Page 24, of the Map Records of Harris County, Texas;

Ivy Point of Atascocita, an unrecorded subdivision in Harris County, Texas, described by metes and bounds in the restrictions filed in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. H377493; and

Estates of Pinehurst, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 216, Page 36, of the Map Records of Harris County, Texas.

"Property" shall also include any and all other subdivisions that have been annexed or will be annexed into, or otherwise fall under the jurisdiction of the Association, if any, that are not included above.

Other capitalized terms used herein have the same meanings as that ascribed to them in the Declaration.

Section 2. Due Date. Each annual assessment shall be due by the first (1st) day of January or such other date established by the Declaration or the Board. Each special assessment due date will vary depending on membership vote approving same. All other Assessments shall be due in the time period established by the Board if such date is not established in the Declaration.

Section 3. Cost Recovery. As provided in the Declaration, each Assessment, together with costs and reasonable attorney fees incurred in a collection action shall be secured by a continuing lien upon each Lot and shall be the personal obligation of the Owner. Unless otherwise prohibited by law, all costs of collection, expenses, and fees charged to, or paid by, the Association collecting, or attempt to collect, Assessments shall be assessed against the Lot and shall also become the personal obligation of the Owner as and when incurred. Cost of collection shall include, but not be limited to, charges imposed by the Association for sending collection notices/letters, charges imposed by the Association's management company for sending collection notices/letters, attorney fees, legal expenses (postage, copies, filing fees, etc.), and charges or administrative costs/fees imposed by the Association's management company for monitoring delinquent accounts and/or turning over delinquent accounts to the Association's collection agent (including the Association's attorney).

Section 4. Delinquency Processing. The delinquent date for all Assessments will be thirty (30) days from the Due Date, unless otherwise stated in the Declaration or action approving same.

Section 5. Notices. All collection notices sent to the Owner below shall contain notice of the amount then due.

5.1. Delinquent Notice(s). The Association may, but is not required to, send one or more delinquent notices at a time to be determined by the Board before sending the Final Delinquent Notice described below.

5.2. **Final Delinquent Notice.** The Association shall, before turning a delinquent owner over to a collection agent (including the Association's attorney), send to the Owner a notice that complies with Section 209.0064 of the Texas Property Code. Additionally, if an Owner's use rights in the Common Area are to be suspended, the notice may include the provisions required by Section 209.006 of the Texas Property Code. The Association retains the right to send a letter that complies with Section 209.006 of the Texas Property Code regarding suspension of an Owner's Common Area use rights as a separate mailing.

5.3 **Suspension/Termination of Services.** The Association shall have the authority to suspend and/or terminate services provided to an Owner by the Association (including, but not limited to, trash collection services) if an Owner is delinquent in the payment of said services in excess of thirty (30) days from the due date. If services provided to an Owner are to be suspended and/or terminated, the notice may, but is not required to include the provisions set forth in Section 209.006 of the Texas Property Code.

Section 6. Interest. Unless otherwise provided by the Declaration, any Assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the maximum contractual rate allowed by law.

Section 7. Payment Plan and Partial Payments. All Owners will be offered a payment plan in accordance with Section 209.0062 of the Texas Property Code and the Association's Payment Plan Policy. Partial payments that are accepted shall be posted in accordance with Section 209.0063 of the Texas Property Code. Any payment for less than the full amount due at the time payment is made shall not constitute waiver or forgiveness of the remaining balance. In the event that an Owner enters into a payment plan per the Association's Payment Plan Policy, Owner is responsible for any and all administrative cost provided for in the Payment Plan Policy.

Section 8. Dishonored Checks. Checks dishonored by the bank (e.g., NSF checks) may (but are not required to) be re-deposited by the Association. Whether or not a dishonored check is re-deposited, a dishonored check shall incur a dishonored check processing fee in the amount of \$25.00 to offset the additional processing involved and a dishonored check notice may (but is not required to) be sent requesting payment in full by cashier's check or money order. In the event a dishonored check notice is sent and the amount due is not paid in full within ten (10) days of the mailing of the dishonored check notice, the Association may initiate or continue collection activity. In addition to the dishonored check fee charged by the Association, any bank fee(s) or any other type of fee(s) charged to the Association because of the dishonored check shall be charged against the Owner's account and the amount of the dishonored check shall be reposted to the Owner's account as allowed by law. An Owner shall be responsible for all charges and/or fees incurred by the Association as a result of a dishonored check.

Section 9. Owner's Mailing Address. It is the responsibility of each Owner of a Lot or in the Property to provide the Owner's mailing address to the Association and to promptly notify the Association in the event the Owner's mailing address changes. In order to be effective, notice of the Owner's mailing address or a change of the Owner's mailing address must be mailed to the Association by any method of mailing for which evidence of receipt of such mailing by the

Association is provided by the United States Postal Service or a common carrier. It is the Owner's responsibility to maintain evidence of receipt by the Association of Owner's notice of address change. The Association may, at its discretion, accept a notification of a change in an Owner's mailing address sent by regular mail or e-mail; however, an Owner that disputes the mailing address listed in the Association's records must be able to prove that the Owner sent an address change notification by providing evidence of receipt by the Association of Owner's notice of address change that was sent by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. Unless the Association is otherwise notified in writing, the Owner's mailing address shall be deemed to be the address of the Owner's Lot in the Property or the last alternative mailing address provided to the Association by the Owner in writing. All notices to an Owner pursuant to this Policy shall be mailed to the Owner at the Owner's last known mailing address. If mail to an Owner is returned undelivered, or the Association otherwise reasonably determines that the last known mailing address of the Owner may not be valid, the Association has the right, but not the obligation, to conduct a title search or other searches for the purpose of attempting to either verify the Owner's current mailing address or obtain the Owner's current mailing address. Any costs incurred by the Association to verify an Owner's current mailing address or obtain an Owner's current mailing address shall be, to the extent permissible under the Association's Dedicatory Instruments and state law, charged to the Owner. The failure of an Owner to receive a notice(s) or to properly notify the Association of a change in an Owner's mailing address shall in no way waive or negate the Owner's obligation to pay any Assessment or charge(s) authorized by the Declaration or state law.

Section 10. Referral of Account to Association's Attorney. The Association, the Board, or the Association's management agent may, without further approval of or action needed by the Board other than the adoption of this Policy in the open session of a properly noticed Board meeting, refer any account to the Association's collection agent (including the Association's attorney) on which any portion of: (a) the current year's Assessment is delinquent; and/or (b) a previous year's Assessment is delinquent; and/or (c) any other charge(s) due and owing to the Association that is authorized in the applicable Dedicatory Instrument or by state law is delinquent. Upon referral of an account to the Association's collection agent (including the Association's attorney) for collection, the collection agent is authorized to, without further instruction from the Board, take whatever action is necessary to collect the amount due including, but not limited to, sending demand letters, filing a lawsuit against the delinquent Owner for a money judgment and/or a judicial foreclosure, instituting an expedited foreclosure action if authorized by the Declaration and/or state law, foreclosing on the Lot or any non-exempt assets of an Owner to collect a judgment obtained by the Association and, in the event an Owner files bankruptcy, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

Section 11. Required Action. Nothing contained herein, not otherwise required by the Declaration or by law, shall require the Association to take any of the actions contained herein. The Association's Board of Trustees shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis and proceed with collection activity as in its best judgment deems reasonable.

Section 12. This Policy replaces and supersedes any previous collection policy, if any, adopted by the Association.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Collection Policy was approved by a majority vote of the Board of Trustees as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this 31st day of August, 2020.

ATASCOCITA COMMUNITY IMPROVEMENT
ASSOCIATION,

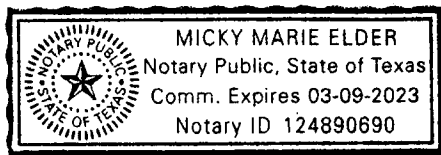
By: Charles Weiss

Printed Name: Charles Weiss

Title: President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 31 day of August, 2020, personally appeared Charles Weiss, President of Atascocita Community Improvement Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Micky Marie Elder
Notary Public in and for the State of Texas

RP-2020-411617
Pages 10
09/02/2020 04:14 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
CHRIS HOLLINS
COUNTY CLERK
Fees \$50.00

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.



COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2020-411617