

**THIRD SUPPLEMENT TO THE NOTICE OF FILING
OF DEDICATORY INSTRUMENTS FOR
WYNDSOR POINTE**

[Covenant Enforcement and Fining Policy; Assessment Collection Policy]

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COLLIN §

THIS THIRD SUPPLEMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR WYNDSOR POINTE (this "Third Supplement") is made this 22 day of September 2026, by WyndSOR Pointe Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Stonebrook Realty Investment Partners, Ltd., a Texas limited partnership ("Declarant") recorded the Declaration of Covenants, Conditions and Restrictions for WyndSOR Pointe Addition on or about August 10, 2007 as Document No. 20070810001117070 of the Real Property Records of Collin County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage and regulate the planned community development established by the Declaration, which development is more particularly described in 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 that has not been previously recorded in the real property records of the county in which the development is located; and

WHEREAS, on or about August 15, 2007 the Association filed a document titled "Filing Pursuant to Section 202.006 of Texas Property Code" as Document No. 20070815001136430 of the Real Property Records of Collin County, Texas (the "Notice"); and

WHEREAS, on or about April 25, 2012, the Association filed a Notice of Filing of Dedicatory Instruments for WyndSOR Pointe Homeowners Association, Inc. as Document No. 20120425000481630 of the Real Property Records of Collin County, Texas (the "First Supplement"); and

WHEREAS, on or about January 31, 2025, the Association filed a Second Supplement to the Notice of Filing of Dedicatory Instruments for WyndSOR Pointe Homeowners Association, Inc. as Document No. 2025000011572 of the Real Property Records of Collin County, Texas, (the "Second Supplement"); and

WHEREAS, on or about May 19, 2025, the Association filed a First Amendment to the Notice of Filing of Dedicatory Instruments for WyndSOR Pointe Homeowners Association, Inc. as Document No. 2025000061843 of the Real Property Records of Collin County, Texas (the "First

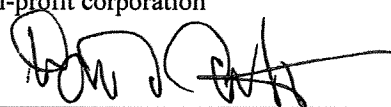
Amendment"); and

WHEREAS, the Association desires to supplement the Notice with the dedicatory instrument attached hereto as **Exhibit "A,"** 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, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

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

**WYNDSOR POINTE
HOMEOWNERS ASSOCIATION, INC.,**
a Texas non-profit corporation

By: 

Name: David Glatstein

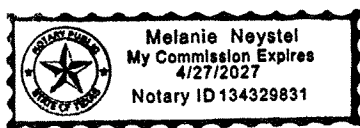
Title: President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared David Glatstein, President of WyndSOR Pointe Homeowners 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 22 day of September 2026.




Notary Public, State of Texas
9/27/2027
My Commission Expires

EXHIBIT "A"

- A-1. Covenant Enforcement and Fining Policy;
- A-2. Assessment Collection Policy.

WYNDSOR POINTE HOMEOWNERS ASSOCIATION, INC.

COVENANT ENFORCEMENT POLICY AND FINING SCHEDULE

(Section 209.0061 of the Texas Property Code Compliant)

WHEREAS, WyndSOR Pointe Homeowners Association, Inc. (the "Association") is authorized to enforce the covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions and Restrictions for WyndSOR Pointe Addition (the "Declaration"), the Amended and Restated Bylaws, any guidelines, any policies, and any rules and regulations adopted by the Board pursuant to the Declaration (collectively, the "Restrictions"); and

WHEREAS, Article VI, Section 6.2(d) of the Declaration and Article III, Section 3.25 of the Amended and Restated Bylaws of WyndSOR Pointe Homeowners Association, Inc. authorizes the Board of Directors to impose sanctions, including the levying of fines, for violations of the Restrictions; and

WHEREAS, in order to comply with Sections 209.006, 209.0061, and 209.007 of the Texas Residential Property Owners Protection Act (the "Act") the Board of Directors of the Association desires to adopt the following policies and procedures for the enforcement of the restrictive covenants set forth in the Restrictions and for the levying of fines against violating owners.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the Restrictions and for the elimination of violations of the Restrictions and the same are to be known as the "Covenant Enforcement Policy and Fining Schedule" (to be referred to herein as the "Enforcement Policy").

I

EXEMPTED ACTIONS/REMEDIES

This Enforcement Policy and the procedures herein do not apply if the Association files suit seeking a temporary restraining order or temporary injunctive relief, files suit to recover money damages, is seeking to recover unpaid assessments and/or is pursuing judicial or non-judicial foreclosure, is pursuing a self-help remedy, in the event the Association temporarily suspends an Owner's right to use the Common Area based upon a violation that occurred on the Common Area and involved a significant and immediate risk of harm to others in the community, or a counterclaim of the Association in a lawsuit brought against the Association by a property owner.

II

GENERALLY

The steps and procedures contained in this Enforcement Policy serve as a general outline of the procedures to follow for enforcement of the covenants, conditions, restrictions and rules contained in the Restrictions; provided, however, that this Enforcement Policy does not apply to collection of assessments and related costs and charges. The Association is not bound to follow

the exact procedures in every enforcement matter except as required by the Restrictions or the Act. The procedures in this Enforcement Policy are not intended to constitute a prerequisite or condition precedent to the Association's ability to pursue a remedy to enforce against any violation or to obtain any legal relief or remedy except as required by the Act.

The definitions contained in the Association's Restrictions are hereby incorporated herein by reference. For purposes of this Enforcement Policy, "Lot" or "Lots" shall mean and refer to each separately identifiable portion of the Property which is (a) platted into individual Lots and becomes a part of the Subdivision pursuant to a Plat filed and recorded in the Records, (b) assessed by any one or more of the Taxing Authorities, (c) to be used solely for a Residential Use and (d) not intended to constitute any portion of the Common Properties.

III **VIOLATION**

Any condition, conduct, use, activity, or improvement which does not comply with the provisions of the Restrictions shall constitute a "Violation" under this Policy for all purposes. A Violation is considered a threat to public health or safety if the Violation could materially affect the physical health or safety of an ordinary resident. A Violation is considered incurable if the Violation has occurred but is not a continuous action or condition capable of being remedied by affirmative action. The following are examples of acts considered incurable for purposes of this Policy:

- a. shooting fireworks;
- b. an act constituting a threat to health or safety;
- c. a noise violation that is not ongoing;
- d. property damage, including the removal or alteration of landscape; and
- e. holding a garage sale or other event prohibited by the Restrictions.

The non-repetition of a one-time Violation or other Violation that is not ongoing is not considered an adequate remedy to the Association with respect to the enforcement of such Violation.

IV **OPTIONAL COURTESY NOTICE**

Upon discovery of a Violation, the Board or its delegate may, but is not obligated to, forward to the Owner of the Lot in question written notice via regular first-class mail, email, or via postcard of the discovery of a Violation(s) (the "Courtesy Notice"). The Courtesy Notice will give the Owner a deadline for correction or cure. The Board or its delegate may proceed immediately to the notice below and is not required to send this Courtesy Notice.

V

NOTICE OF VIOLATION

If the Violation is not corrected or eliminated within the time period specified in the Courtesy Notice, or if the Board or its delegate deem it appropriate to proceed without the Courtesy Notice, the Association will send the Owner of the Lot in question a written notice of the Violation(s) by verified mail at the Owner's last known address as shown on the Association's records as well as to any other address the Owner has used or provided to the Association or for which the Association believes to be connected to the Owner (the "Notice of Violation"). A Notice of Violation is not required if the alleged violator received a Notice of Violation relating to a similar Violation within six (6) months of the current Violation and was given a reasonable opportunity to cure the prior Violation. In such event, the Board may impose sanctions as authorized by the Restrictions and/or this Enforcement Policy without notice to the Owner other than the Notice of Sanction/Fine described below. A Notice of Violation is also not required if the Act does not require it. The Notice of Violation, if required, will provide, as applicable, the following:

1. Describe the Violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner;
2. Inform the Owner that the Owner:
 - a. is entitled to a reasonable period to cure the Violation and avoid the fine or suspension if the Violation is of a curable nature and does not pose a threat to public health or safety,
 - b. may request a hearing under Section 209.007 on or before the 30th day after the date the Notice of Violation was mailed to the Owner; and
 - c. may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the owner is serving on active military duty.
3. Specify the date by which the Owner must cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety; and
4. Notify the Owner that if a curable Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if the conduct which constitutes a Violation is committed again, or if a written request for a hearing is not made on or before the 30th day after the date of the Notice of Violation, that the sanctions or actions delineated in the Notice of Violation may be imposed or taken and that any attorney's fees and costs will be charged to the Owner.

VI OWNER'S RIGHT TO REQUEST A HEARING

If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board. However, Owners do not have a right to request a hearing if (i) the Owner is not entitled to an opportunity to cure the violation; (ii) if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action; or (iii) the Association temporarily suspends a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision.

If the Owner is entitled to a hearing and timely requests such hearing, the Association will hold the hearing not later than the 30th day after the date the board receives the Owner's written request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The board or owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.

The Owner or the Association may make an audio recording of the meeting.

Not later than ten (10) days before the Association holds a hearing hereunder, the Association shall provide to an Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. If the Association does not provide a packet within the ten-day period, the Owner is entitled to an automatic 15-day postponement of the hearing.

During the hearing, a Board member or the Association's designated representative shall first present the Association's case against the Owner. The Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.

VII REFERRAL TO LEGAL COUNSEL

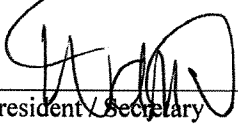
Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner, filing a notice of violation or non-compliance against the Lot in the real property records, seeking injunctive relief against the Owner to correct or otherwise abate the Violation, and/or filing suit to collect fines and/or costs incurred to cure Violations or repair property damage. Attorney's fees and all costs incurred by the Association in enforcing the Restrictions and administering this Enforcement Policy shall become the personal obligation of the Owner. Pursuant to Article V, Section 5.1(c) of the Declaration, the fines are also secured by the Association's Assessment Lien.

VIII
CATEGORIES OF VIOLATIONS AND SCHEDULE OF FINES

The Board of Directors has established a list of the general categories of restrictive covenants for which the Association may assess fines for violation of the covenants and the schedule of fines for each such category. These categories and schedules are attached hereto as **Exhibit A.**

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on September 1, 2026, and has not been modified, rescinded or revoked.

DATE: _____



President / Secretary

EXHIBIT A**SCHEDULE OF FINES**

The Board reserves the right to vary from this fine schedule on a case-by-case basis depending on the nature and severity of any Violation. An Owner's conduct may violate more than one provision of the Association's governing documents in which case the Association may levy a fine for each category of Violation. Initial Fines, 2nd Fines and Additional Fines may double for repeat offenders of the same or similar Violation.

Subject to the provisions of this Enforcement Policy and/or the Restrictions, the general categories of Violations and the schedule of fines for those Violations shall be as follows:

<u>CATEGORY OF VIOLATION</u>	<u>TYPE</u>	<u>INITIAL FINE</u>	<u>2ND AND ADDITIONAL FINES</u>
Single-Family/Business Use	Curable	Up to \$500	Up to \$1000 per month
Leasing Violation			
Short-Term Rental	Curable	\$100 per day	N/A
No Notice of Lease (Lease Compliant)	Uncurable	Up to \$500 (one-time)	N/A
Lease Non-Compliant	Curable	Up to \$500	Up to \$1000 per month
All Other	Uncurable	Up to \$500 (one-time)	N/A
All Other	Curable	Up to \$500	Up to \$1000 per month
Nuisance/Noxious/Offensive Conduct	Uncurable	Up to \$500 (one-time)	
Nuisance/Noxious/Offensive Conduct	Curable	Up to \$500	Up to \$1000 per month
Architectural Violations			
Failure to Submit Plans	Uncurable	Up to \$500 (one-time)	
Failure to Construct Per Approved Plans (Modification Denied)	Curable	Up to \$500	Up to \$500 per month
Failure to Construct Per Approved Plans (Modification Allowed)	Curable	Up to \$10,000 (one-time)	N/A
Parking & Vehicle-Related Violations	Curable	Up to \$500	Up to \$1000 per month
Parking & Vehicle-Related Violations	Uncurable	Up to \$500 (one-time)	N/A
Storage Unit/Pod Violations	Curable	Up to \$100 per day	
Dog Waste	Uncurable	\$200 (per incident)	
Pet & Animal (Livestock) Violations	Curable	Up to \$500	Up to \$1000 per month
Pet & Animal (Livestock) Violations	Uncurable	Up to \$500 (one-time)	N/A

<u>CATEGORY OF VIOLATION</u>	<u>TYPE</u>	<u>INITIAL FINE</u>	<u>2ND AND ADDITIONAL FINES</u>
Maintenance, Construction & Drainage Violations	Curable	Up to \$500	Up to \$1000 per month
Maintenance, Construction & Drainage Violations	Uncurable	Up to \$500 (one-time)	N/A
Landscaping Violations	Curable	Up to \$200 per day	
Fence Violations	Curable	Up to \$200 per day	
Rules & Regulations Violations	Curable	Up to \$500	Up to \$1000 per month
Rules & Regulations Violations	Uncurable	Up to \$500 (one-time)	N/A
Trash-Recycle Bin Violations	Curable	\$200 per incident	
Trash-Recycle Bin Violations	Uncurable	\$200 per incident	
Refuse/Garbage Not in Bin	Curable	\$200 per incident	
Refuse/Garbage Not in Bin	Uncurable	\$200 per incident	
All Other Violations	Curable	\$100	\$250 (2 nd); \$500 (3 rd +))
All Other Violations	Uncurable	\$100 (one-time)	

WYNDSOR POINTE HOMEOWNERS ASSOCIATION, INC.

ASSESSMENT COLLECTION POLICY

WHEREAS, WyndSOR Pointe Homeowners Association, Inc. (the "Association") has authority pursuant to Article V of the Declaration of Covenants, Conditions and Restrictions for WyndSOR Pointe Addition (the "**Declaration**") to levy assessments against the Owners of Lots located within the WyndSOR Pointe Addition residential development (the "**Development**"); and

WHEREAS, in order to comply with Section 209.0094 of Chapter 209 of the Texas Property Code, the Board desires to adopt the following procedures for the collection of assessments which shall be known herein as the "Assessment Collection Policy" or the "Policy."

NOW, THEREFORE, IT IS RESOLVED that the following rules, procedures, and practices are established for the collection of assessments and charges owed, and to become owing, by Owners:

1. **Generally.** The steps and procedures contained in this Policy serve as a general outline of the Association's collection process. The Association is not bound to follow these exact procedures in every collection matter except as required by the Declaration and the laws that govern assessment collection. The procedures below are not intended to constitute a prerequisite or condition precedent to the Association's legal ability to collect unpaid assessments and other amounts except as required by the Declaration or law. Unless otherwise specified, capitalized terms used in this Policy shall have the same meaning as defined in the Declaration.

2. **Delegation to Management.** To facilitate cost-effective and timely collection of all amounts owed by Owners, including but not limited to assessments, dues, charges and/or related costs, the Association may delegate to management those duties determined by the Board in its sole discretion to be necessary to assist collection efforts.

3. **Ownership Interests.** As used herein, the term "**Delinquent Owner**" refers to that person who held title to a Lot on the date an assessment became due. As used herein, the term "**Current Owner**" refers to that person who then holds title to a Lot. Unless expressly denoted otherwise, the "**Owner**" of a Lot refers to the Delinquent Owner or the Current Owner or both, as may be appropriate under the circumstances in question.

4. **Due Dates.** The respective dates for the Association to receive an Owner's assessment payment are set forth below. The date an Owner's payment of an assessment or other charge is to be received by the Association is referred to in this Policy as the "**Due Date**". Any payment which is not received by the Association on or before the Due Date shall be deemed delinquent (the "**Delinquency Date**") and shall be assessed late fees, handling charges and interest as provided below.

- a. **Regular Assessment** – The Regular Assessment is due annually on the first day of January of each year. The Board may, at its option, change the

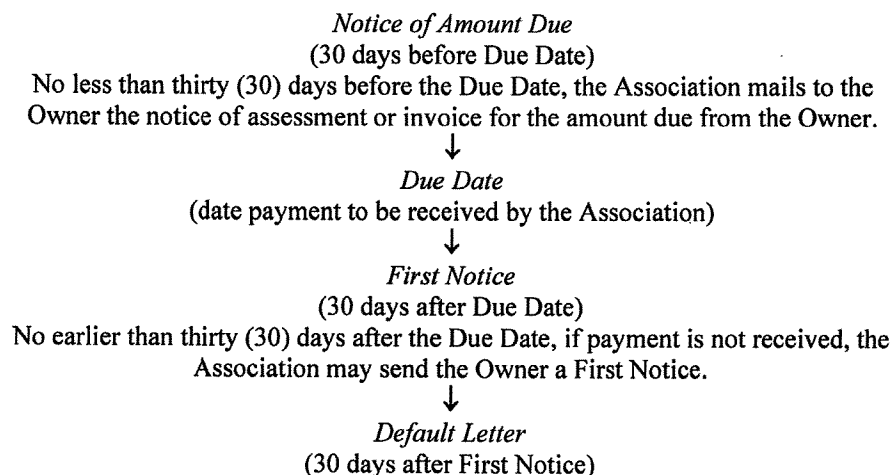
Regular Assessment to a monthly, quarterly or semi-annual assessment payment.

- b. **Special Assessment** – The due date for any Special Assessment will be set by the Board in the notice of the Special Assessment to the Owners, or if no date is given in the notice, then the due date shall be ten (10) days after the date the notice of the assessment is given to the Owner. The Board may, at its option, set the due date for payment of a Special Assessment as a single annual installment or as semi-annual, quarterly, or monthly installments and determine the due date thereof.
- c. **Individual Assessment** – The due date for any Individual Assessment will be set by the Board in the notice of the Individual Assessment to the Owner, or if no date is given in the notice, then the due date shall be ten (10) days after the date the notice of the assessment is given to the Owner.

5. **First Written Notice of Delinquency**. The Association and/or its managing agent may send various notification letters to a Delinquent Owner regarding a delinquency. Prior to sending a delinquent account to the Association's legal counsel for collection, the Association will send written notice of the delinquency to the Owner via first class mail or electronic mail (the "**First Notice**"). The First Notice will provide the Owner a period of at least thirty (30) days to cure the delinquency before further collection action is taken.

6. **Second Written Notice of Delinquency**. No sooner than thirty (30) days after the First Notice, the Association will send a second written notice of the delinquency to the Owner via certified mail, return receipt requested (the "**Default Letter**"). The Default Letter shall: (i) specify each delinquent amount and the total amount owed; (ii) describe the options available to the Owner to avoid having the account turned over to the Association's legal counsel, including the availability of a payment plan; and (iii) provide the Owner a period of at least forty-five (45) days to cure the delinquency before further collection action is taken.

7. **Summary of Notices**. The foregoing notices may be summarized as follows:



No earlier than thirty (30) days after the First Notice, if payment is not received, the Association may send the Default Letter.



Referral to Attorney for Collection

(45 days after Default Letter)

No earlier than forty-five (45) days after the date the Default Letter is mailed to the Owner, if payment is not received, the Association may refer the unpaid account to the Association's attorney for further collection action.

8. **Interest.** In the event any assessment, levy or charge, or any portion thereof, or other sum that is due, is not paid in full by the Delinquency Date, interest on the principal amount due may be assessed against the Owner at the rate of eighteen percent (18%) per annum or such higher rate as the Board may establish by resolution (subject to the limitations of Texas law) and shall accrue from the Due Date until paid. Such interest, as and when it accrues, will become part of the assessment, levy or charge and lien upon which it has accrued and, as such, will be subject to recovery in the manner provided for assessments in this Policy and in the Declaration.

9. **Late Charge.** In the event any assessment, or any portion thereof, is not paid in full on or before the Delinquency Date, a late charge in the amount of \$150.00 will be assessed against the Owner and his Lot every month that any assessment or portion thereof remains unpaid without further notice to the Owner. The Board may, from time to time, without the necessity of seeking Owner approval, change the amount of the late charge. Such late charge, as and when levied, will become part of the assessment upon which it has been levied and, as such, will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of any late charge; provided, however, that the waiver of any late charge shall not constitute a waiver of the Board's right to collect any future assessments or late charges.

10. **Collection Costs and Handling Charges.** In order to recoup for the Association the costs incurred because of the additional administrative expenses associated with collecting delinquent assessments, levies or charges, collection of the following fees and charges are part of the Assessment Collection Policy:

a. Any handling charges, administrative fees, collection costs, postage or other expenses incurred by the Association in connection with the collection of any assessment or related amount owing beyond the Due Date for such assessment will become due and owing 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 **Paragraph 10** 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.

11. **Payment Plans**. The Association shall offer a payment plan to a delinquent Owner in accordance with the Alternative Payment Plan Policy adopted by the Board. The Association will determine the actual term of each payment plan offered to an Owner. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the prior two (2) years. If an Owner is on default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in **Paragraph 12** below.

12. **Application of Funds Received**. Absent an agreement to the contrary, the Association shall apply payments received from a Delinquent Owner in the following order:

- a. any delinquent assessment;
- b. any current assessment;
- c. any reasonable attorney's fees or reasonable third-party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- d. any reasonable attorney's fees incurred by the Association that are not subject to Subparagraph (c) above;
- e. any reasonable fines assessed by the Association; and
- f. any other reasonable amount owed to the Association.

However, if, at the time the Association receives a payment from an Owner, the Owner is in default under a payment plan entered into with the Association, the Association is not required to follow the order of priority above so long as fines are not given priority over other amounts owed to the Association.

13. **Ownership Records**. All collection notices and communications will be directed to those persons 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. Where notice is permitted to be sent by electronic mail, the notice will be sent to the Owner's registered email address with the Association or, if the Owner has failed to register his or her email address, to the last known email address as shown in the Association's books and records. Any notice or communication directed to a person at a physical address, in both cases reflected by the records of the Association as being the Owner and physical address for a given Lot, will be valid and effective for all purposes pursuant to the Declaration and this 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 such Owner's mailing address or both. Any notice or communication directed to a person at an email address, in both cases reflected by the records of the Association as being the Owner and the Owner's email address, will be valid and effective for all purposes pursuant to the Declaration and this 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 such Owner's email address or both. **IT IS THE LOT OWNER'S RESPONSIBILITY TO ENSURE THAT THE ASSOCIATION HAS THE MOST CURRENT ADDRESS TO BE USED FOR SENDING NOTICES AND/OR BILLING INVOICES TO THE LOT OWNER.**

14. **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 Policy will be deemed full and effective for all purposes if given to such representative or agent.

15. **Remedies and Legal Actions.** If an Owner fails to cure the delinquency within the forty-five (45) day period stated in the Default Letter (as provided for above), the Association may, at its discretion and when it chooses, refer the delinquency to legal counsel for the Association. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the Owner's assessment obligation and may be collected as such as provided herein.

At the direction of Management and/or the Board, legal counsel for the Association may pursue any and all available legal remedies with regard to the delinquencies referred to it including, but not limited to, the following:

a. **Notice Letter.** As the initial correspondence to a Delinquent Owner, counsel will send a notice letter (the "**Notice Letter**") to the Owner advising the Owner of the Association's claim for all outstanding assessments and related charges, adding to the charges the attorney's fees and costs incurred for counsel's services.

b. **Notice of Lien.** If an Owner fails to cure the delinquency indicated in the Notice Letter, upon being requested to do so by the Board and/or Management, counsel may prepare and record in the Real Property Records of Tarrant County, a written notice of lien (referred to as the "**Notice of Lien**") against the Lot. The Notice of Lien shall not be recorded before the 90th day after the date the Association sends the Default Letter. A copy of the Notice of Lien will be sent to the Owner, together with an additional demand for payment in full of all amounts then outstanding.

c. **Foreclosure.** In the event that the Owner fails to cure the delinquency, the Board may direct legal counsel to pursue foreclosure of the lien. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees.

i. **Expedited Foreclosure Pursuant to Rules 735 & 736 of the Texas Rules of Civil Procedure.** The Board may decide to foreclose its lien by exercising its power of sale granted by the Declaration. In such event, counsel may commence an expedited foreclosure lawsuit under Rules 735 and 736 of the Texas Rules of Civil Procedure ("**Expedited Foreclosure**"). Upon receipt from the Court of an order authorizing foreclosure of the Lot, counsel may post the Lot for foreclosure at an upcoming foreclosure sale. 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 former Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

ii. **Judicial Foreclosure.** The Association may file suit for judicial foreclosure ("**Judicial Foreclosure**") of the assessment lien, which suit may also seek a personal money judgment. Upon receipt from the Court of an order foreclosing the Association's assessment lien against the Lot, the sheriff or constable may post the Lot for sheriff's sale at an upcoming foreclosure sale. 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.

d. **Lienholder Notification.** In pursuing Expedited Foreclosure or Judicial Foreclosure, the Association shall provide the 61-day notice letter to lienholders pursuant to Section 209.0091 of the Texas Property Code.

e. **Lawsuit for Money Judgment.** The Association may file suit for a money judgment in any court of competent jurisdiction, including small claims court.

f. **Bankruptcy.** Upon notification of a petition in bankruptcy, the Association may refer the account to legal counsel.

g. **Remedies Not Exclusive.** All rights and remedies provided in this Policy and hereinabove are cumulative and not exclusive of any other rights or remedies that may be available to the Association, whether provided by law, equity, the Association's governing documents or otherwise.

16. **Lock Boxes.** The Association may establish a lock box for the receipt of assessment payments. **PAYMENTS MADE TO THE LOCK BOX ARE DEPOSITED IN THE ASSOCIATION'S BANK ACCOUNT WITHOUT REGARD TO COMMUNICATIONS OR OTHER NOTICES ENCLOSED WITH OR STATED ON THE PAYMENT. ANY NOTICE OR COMMUNICATION (INCLUDING, WITHOUT LIMITATION, A DISPUTE OF THE DEBT) ENCLOSED WITH OR STATED ON THE PAYMENT TO THE LOCK BOX WILL BE INEFFECTIVE AND NOT BINDING ON THE ASSOCIATION. ANY DISPUTE OF AN ASSESSMENT OR RELATED CHARGE, ANY PROPOSED TENDER OF AN AMOUNT LESS THAN THE ENTIRE AMOUNT CLAIMED TO BE DUE WHICH IS INTENDED TO SATISFY THE OWNER'S DEBT IN FULL, OR ANY CHANGE IN THE IDENTITY, STATUS OR ADDRESS OF AN OWNER, MUST BE IN WRITING, SENT TO AND RECEIVED BY THE ASSOCIATION'S MANAGING AGENT AS SHOWN ON THE MANAGEMENT CERTIFICATE.**

17. **Compromise of Assessment Obligations.** In order to expedite the handling of the collection of delinquent assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any assessment, interest, late charge, 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.

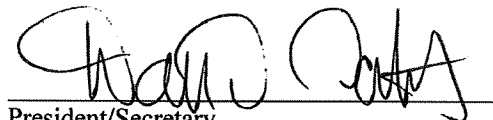
18. **Severability and Legal Interpretation.** In the event that any provision herein shall

be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Policy conflicts with the Declaration, the Declaration controls.

IT IS FURTHER RESOLVED that this Assessment Collection Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified, or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on September 1, 2026, and has not been modified, rescinded, or revoked.

DATE: September 22, 2026



President/Secretary

F:\COLLECT\WYNDSOR POINTE\Collection Policy (2026)

**Collin County
Honorable Stacey Kemp
Collin County Clerk**

Instrument Number: 2026000127823

eRecording - Real Property

HOMEOWNERS ASSOC DOCS

Recorded On: September 23, 2026 10:42 AM

Number of Pages: 18

" Examined and Charged as Follows: "

Total Recording: \$89.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

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.

File Information:

Document Number: 2026000127823
Receipt Number: 20260923000298
Recorded Date/Time: September 23, 2026 10:42 AM
User: Dwayne K
Station: CCK022

Record and Return To:

Simplifile



**STATE OF TEXAS
COUNTY OF COLLIN**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Public Records of Collin County, Texas.**

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX