

Administrative Resolution A-201301-Collection of Amounts Payable to the Association is a attached to and filed UNDER Book 15938 pg. 1951

Resolutions/Policies:

All policies are attached to and filed under Doc# 20110231164, Book 15285, pg 2355.

Resolution: Board and Committee Code of Ethics signed 11/11/2011

Record Retention Policy

Records Inspection Policy

Payment Plan Policy

Email Registration Policy

Membership Voting Policy

Collection Policy

Architectural Guidelines for:

Solar Panels, Flag and Flag Poles, Roof Shingles, Rain Barrels and Religious Symbol displays

Resolutions/Policies/Guidelines: All policies are attached to and filed with this Certificate

Collection Policy

Violation Policy

Record Retention Policy

Records Inspection Policy

Payment Plan Policy

Email Registration Policy

Membership Voting Policy

Deductible Assessment Resolution

Collection of Amounts Payable to the Association A-201301

Board and Committee Code of Ethics

7. Mailing Address and Contact Information for the Association and the Managing Agent:
Spectrum Association Management, LP
17319 San Pedro, Suite 318
San Antonio, TX 78232
(210) 494-0659 Fax: (210) 494-0887
contact@spectrumam.com

8. Other information the Association considered appropriate for the governing, administration or operation of the subdivision and homeowners association:

Prospective purchasers are advised to independently examine the Declaration, Bylaws, and all other governing documents of Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase.

THE PURPOSE OF THIS CERTIFICATE IS TO PROVIDE INFORMATION SUFFICIENT FOR A TITLE COMPANY TO CORRECTLY IDENTIFY THE SUBDIVISION AND TO CONTACT ITS GOVERNING ASSOCIATION. THIS CERTIFICATE DOES NOT PURPORT TO IDENTIFY EVERY PUBLICLY RECORDED DOCUMENT AFFECTING THE SUBDIVISION, OR TO REPORT EVERY PIECE OF INFORMATION PERTINENT TO THE SUBDIVISION. NO PERSON SHOULD RELY ON THIS CERTIFICATE FOR ANYTHING OTHER THAN INSTRUCTIONS FOR CONTACTING THE ASSOCIATION IN CONNECTION WITH THE TRANSFER OF TITLE TO A HOME IN THE SUBDIVISION. THE REGISTERED AGENT FOR THE ASSOCIATION IS ON FILE WITH THE TEXAS SECRETARY OF STATE.

Signed this 20 day of December, 2013
Wynnwood Condominium Owners Association, Inc.

By: Kathleen S. Able
Kathleen S. Able (of Spectrum Association Management) Managing Agent

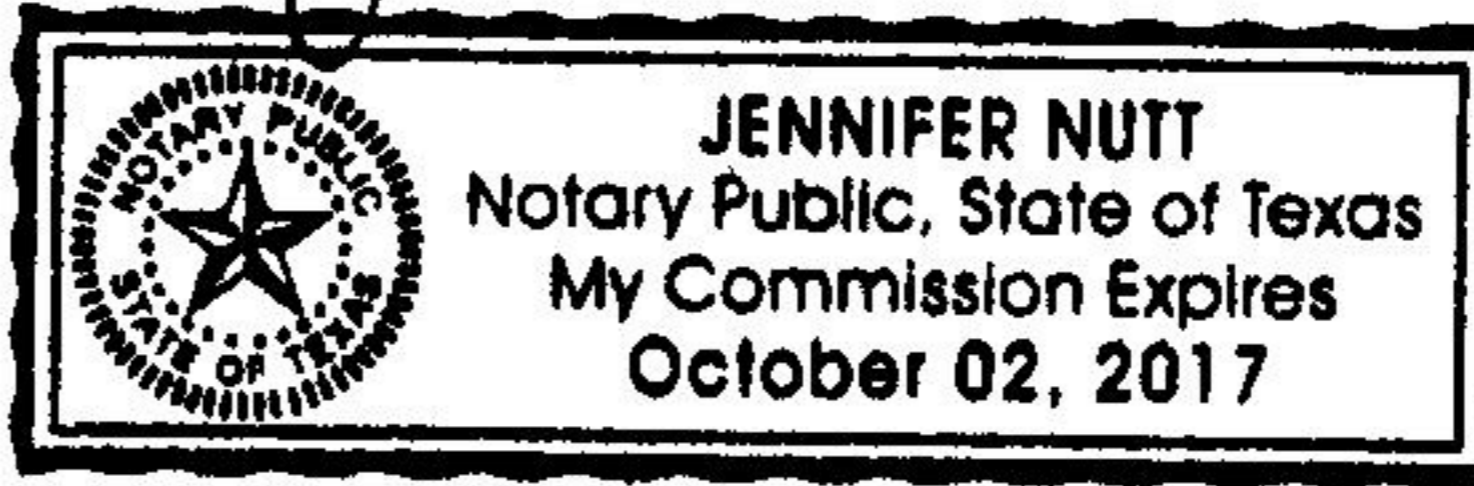
State of Texas §

County of Bexar §

This Instrument was acknowledged and signed before me on 20 December, 2013 by
Kathleen S. Able, representative of Spectrum Association Management, LP, the Managing Agent for
Wynnwood Condominium Owners Association, Inc. on behalf of said Association.

After Recording Return To:
Spectrum Association Management, LP
Attn: K Able
17319 San Pedro, #318
San Antonio, TX 78232

Jennifer Nutt
Jennifer Nutt Notary Public, State of Texas



**Resolution of the Board of Directors
Wynnwood Condominiums Owners Association, Inc.**

Resolution Type: Administrative Resolution
Resolution Number: A-201301
Resolution Title: Collection of Amounts Payable to the Association

A resolution establishing the policy and procedures of the Association regarding the collection of amounts payable to the Association.

WHEREAS Texas Property Code, Chapter 82, Sec. 82.102. POWERS OF UNIT OWNERS' ASSOCIATION stipulates that the association, acting through its board, may:
(11) impose and receive payments, fees, or charges for the use, rental, or operation of the common elements and for services provided to unit owners;
(12) impose interest and late charges for late payments of assessments, returned check charges, and, if notice and an opportunity to be heard are given, reasonable fines for violations of the declaration, bylaws, and rules of the association;
(13) adopt and amend rules regulating the collection of delinquent assessments and the application of payments; and

WHEREAS Condominium Declaration of Wynnwood Condominiums 5.1 ASSESSMENTS FOR COMMON EXPENSES stipulates: All Owners shall be obligated to pay the assessments imposed by the Association to meet the Common Expenses. Assessments for the estimated Common expenses shall be due monthly in advance on or before the first day of each month. Failure to pay by the fifteenth (15th) day of each month shall require the imposition and assessment of a late charge to be set by the Board of Directors in the Rules and Regulations of the Association. Contribution for monthly assessments shall be prorated if the ownership of a Condominium Unit commence on a day other than the first day of the month; and

WHEREAS Bylaws of Wynnwood Condominiums Owners Association 5.3.f OTHER POWERS AND DUTIES stipulates: The Board of Directors shall have the following duties on behalf of the Association: f. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner, as provided in the Declaration and these Bylaws; and

WHEREAS Bylaws of Wynnwood Condominiums Owners Association 7.1 MANAGEMENT COMPANY stipulates: The Board of Directors may enter into a management agreement with a management company at a rate of compensation agreed upon by the Board of Directors. In accordance with the Declaration and these Bylaws, the management company and/or the Board of Directors shall have, but shall not be limited to, the following functions, duties and responsibilities:
(6) Mail notices of delinquency to any owner in arrears, and exert reasonable effort to collect delinquent accounts.

NOW, THEREFORE, the Board of Directors resolves that

1. Amounts payable to the Association include, but are not limited to, regular assessments, special assessments, rules enforcement fees, repairs to the common area that are an owner's responsibility, late fees, collection fees, legal fees and other costs associated with collection of funds on behalf of the Association.
2. The procedures in the Schedule of Collection Procedures shall be the collection policy of the Association and shall be enforced.
3. The Schedule of Collection Procedures is as follows:

Collection Action *	Late Charge	Collection Fee	Other Fees
1 st Notice	\$50	\$20 monthly fee	N/A
2 nd Notice (certified): Notice of Intent to perform a title search	Per governing documents	\$20 monthly fee	N/A
3 rd Notice: Notice that title search was performed (& fee charged) and intent to file a notice of lien	Per governing documents	\$20 monthly fee	\$50 Title Search Fee
4 th Notice: Notice that lien notice was filed in County records (& fee charged) and intent to send to attorney	Per governing documents	\$20 monthly fee	\$150 Escalated Collection Fee
Sent to attorney	Per governing documents	\$20 monthly fee	Owner is responsible for all attorneys' fees/court costs paid by and/or charged to the Association.

* **Collection Action:** The first notice is sent after the late date per the governing documents. The second and subsequent notices are sent roughly thirty days apart from each other each requiring a payment due date before the next step in the collection process takes place. If a homeowner pays in full before the payment due date then collection action will cease on that homeowners account.

Priority of Payments: Interest shall bear on a late account per the governing documents of the Association. Payment on a delinquent account shall be applied first to delinquent assessment, current assessments, attorney's fees, fines and last to other amounts owed such as collection fee, late fees and interest.

General Policy: All fees/charges paid by the Association in connection with the collection of a homeowner's account shall be reimbursed by the homeowner. "Non sufficient funds" (NSF) and/or "stop payment" checks shall be assessed a charge of \$25.00 paid to Spectrum and reimbursed by the homeowner.

The monthly (\$20) collection fee is charged to the homeowners account each month the account remains delinquent and is paid to Spectrum when the homeowner pays. The (\$50) title search fee (if applicable) and the (\$150) notice of lien fee (if applicable) are paid to Spectrum when the service is rendered and charged to the homeowners account for reimbursement of charges incurred.

Payment Plans: At the request of any association member whose account is in arrears, a payment plan may be proposed by management, and following review by the Association Board of Directors, may be approved on a case-by-case basis. Homeowners shall be required to sign an agreement and abide by it. If a homeowner does not abide by the agreement, then the homeowner shall be immediately turned over the Association's attorney for collection.

Collection of Account by Association Attorney: Once an account is turned over to the association's attorney all methods of collection shall be pursued. If the homeowner does not respond to the attorney's demand letter a lawsuit shall be filed and a judgment obtained. If the homeowner fails to respond to the aforementioned action by making payment in full or by signing an approved payment plan then the home shall be foreclosed in accordance with the governing documents and the laws of the State of Texas. Once the home is foreclosed the Association shall move to evict the residents, collect payment for rent, and/or sell the home in accordance with state law.

Other: This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the management company to request the most recent version of this policy if they have a question and/or need assistance in making payment arrangements.

EFFECTIVE: _____


Authorized Board Member

2/7/2013
Date

Recorded in the Book of Minutes _____, 2013

By: _____



RESOLUTION
Board and Committee Code of Ethics

WHEREAS, the bylaws of the Association empower the Board of Directors with the authority to establish policies in connection with the manner in which the Board, its committees and its employees conduct the business of the association; and

WHEREAS, the Board desires to establish a code of ethics for itself, its committees and its employees in order to promote the confidence of the membership of the Association in their integrity, competence, independence and impartiality,

NOW, THEREFORE, BE IT RESOLVED that the Board adopts the following code of ethics as its official policy:

No Board member, committee member, or employee of Wynnwood Condominium Owners Association may use his or her official position or office, or take or fail to take any action, or influence others to take or fail to take any action, in a manner which he or she knows, or has reason to believe, may result in a personal or financial benefit for any of the following persons or entities:

- * himself or herself;
- * a member of his or her household, including a domestic partner and his or her dependents, or the employer or business of any of these people;
- * a sibling or step-sibling, step-child, parent or step-parent, niece or nephew, uncle or aunt, or grandparent or grandchild of either himself or herself, or of his or her spouse or domestic partner, or the employer or business of any of these people;
- * an outside employer or business of his or hers, or of his or her spouse or domestic partner, or someone who works for such outside employer or business;
- * a customer or client;
- * a substantial debtor or creditor of his or hers, or of his or her spouse or domestic partner

Moreover, no Board member or employee may supervise or be in a direct line of supervision over his or her spouse or domestic partner, child or step-child, sibling or step-sibling, parent, or member of his or her household. Neither shall any Board member, committee member or employee of the association have a financial interest, direct or indirect, in the sale or purchase of any land, material, supplies, property or services to, or by, the Association.

Board members shall exercise best efforts at all times to make decisions that are consistent with ethical principles and that serve to protect and enhance the safety and property value of all members of the Association.

A handwritten signature in dark ink, appearing to be "D. [unclear]", is written on the right side of the page. Above the signature is a small, illegible handwritten mark.


WYNNWOOD
Condominiums

No Board member, committee member or employee shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan or any other thing of value from a person who is seeking to obtain contractual or other business or favorable influence with the Association.

No Board member, committee member or employee shall accept a gift or favor made with the intent of influencing a decision or action on any official matter.

No Board member or committee member shall receive any compensation from the Association.

Board members shall hold confidential any and all information proceeding from the official business of the Board that is not otherwise made public through the approved and published minutes of meetings of the Board or other documents made public according to applicable legal requirements.

Any Board member convicted of a felony shall voluntarily resign from his/her position.

Any willful violation of this Code shall constitute malfeasance in the position and any person found to be guilty thereof shall forfeit his/her position or employment with respect to the Association.


WYNNWOOD
Condominiums

This Resolution is adopted by the Board of Directors on this 11 day of NOV, 2011.

Wynnwood Condominium Owners Association

By: 
Secretary

Duly adopted at a meeting of the Board of Directors held 11-11, 2011.

Motion by: Rafael Samano Turullois

Seconded by: Elsa Murano

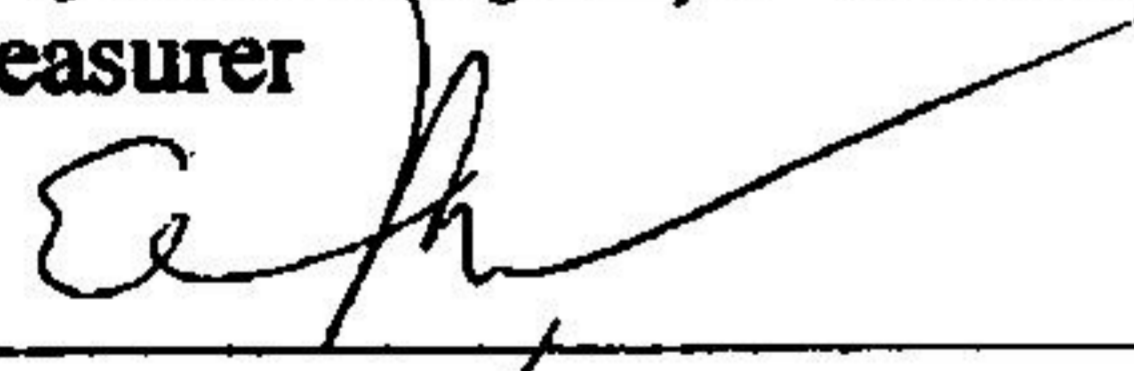
VOTE:

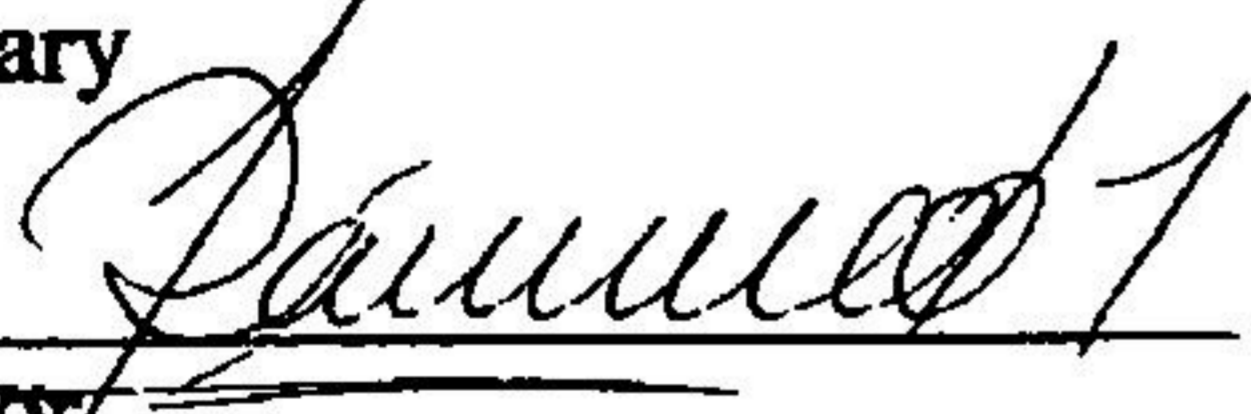
YES NO ABSTAIN ABSENT

Edna R. Garcia
President

Vice President

Edna R. Garcia for Juan Luis Perez
Treasurer


Secretary


Director

Edna R. Garcia for Pedro Martinez
Director

Edna R. Garcia for Rosalba Juarez
Director

Resolution effective: November 11, 2011

**Records Retention Policy for the
Wynnwood Condominium Owners Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Records Retention Policy for the Wynnwood Condominium Owners Association, Inc. (the "Policy") is adopted by the Wynnwood Condominium Owners Association, Inc. (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the Wynnwood Condominium Owners Association, Inc.'s Board of Directors (the "Board") on 9/1/2013.

NOW THEREFORE, the Association hereby adopts a Records Retention schedule as follows:

- 1.) Certificates of formation, articles of incorporation, bylaws, restrictive covenants and all amendments to certificates of formation, bylaws and covenants shall be retained permanently at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 2.) Financial books and records shall be retained for seven years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 3.) Account records of current owners shall be retained for five years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 4.) Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 5.) Minutes of meetings of the owners and the Board shall be retained for seven years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 6.) Tax returns and audit records shall be retained for seven years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.

Documents not specifically listed above will be retained for the time period of the documents most closely related to those listed in the above schedule. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the identified time period.

The custodian of the records of the Association is responsible for the ongoing process of identifying the Association's records which have met the required retention period and overseeing their destruction. Destruction of any physical documents will be accomplished by shredding. Destruction of any electronic records of the Association shall be made via a reasonable attempt to remove the electronic records from all known electronic locations and/or repositories.

EFFECTIVE DATE: 9/1/2013

Authorized Board Member Signature

Edna R. Garcia

Date: 11/25/2013

**Records Inspection Policy for the
Wynnwood Condominium Owners Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Records Inspection Policy for the Wynnwood Condominium Owners Association, Inc. (the "Policy") is adopted by the Wynnwood Condominium Owners Association, Inc. (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the Wynnwood Condominium Owners Association, Inc.'s Board of Directors (the "Board") on 9/1/2013.

NOW THEREFORE, the Association hereby adopts a Records Inspection Policy as follows:

- 1.) Persons who may request to inspect records or purchase copies of records of the Association, other than members of the Board, are limited to:
 - a. A member of the Association as evidenced by a deed, deed of trust, or provision within the declaration or;
 - b. The agent, attorney, or certified public accountant designated in writing signed by the owner as the owner's agent (an "Agent") of a member of the Association, upon receipt by the Association of an instrument signed by both the owner and Agent designating said Agent as such.
- 2.) To inspect or obtain copies of Association records a valid request must be sent to the Association. To be valid, a request to inspect or purchase copies of records must:
 - a. Be submitted in writing by certified mail, return receipt requested, to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current management certificate;
 - b. Describe in detail each record requested including the fiscal year to which said record relates;
 - c. Contain an election to inspect records before obtaining copies or purchase copies of the same.
- 3.) The estimated cost of production of records shall be due from the requestor to the Association in advance of their production.
 - a. The cost for production of records shall include reasonable costs for labor, transportation of records, copies, or other mediums used for their production. Said costs shall not exceed the cost for an item under 1 T.A.C. Section 70.3.
 - b. The difference between the estimated cost of production and the actual final cost shall be settled within 30 days from the date the records were delivered.
 - c. If the estimated cost was lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.
- 4.) The Association may, at its option, produce the records in hard copy or electronic format for an owner requesting to obtain copies.
- 5.) Types of records available for inspection shall include all responsive records identified in the Association's Records Retention policy.

6.) The Association may not release any records that indicate the violation history or payment history of a particular owner of the community without written consent from said owner.

EFFECTIVE DATE: 9/1/2013

Authorized Board Member Signature: Edna R. Garcia Date: 11/25/2013

**Payment Plan Policy for the
Wynnwood Condominium Owners Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

WHEREAS, The Wynnwood Condominium Owners Association, Inc. (the "Association") is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

WHEREAS, the Association's Board of Directors (the "Board") desires to establish consistent guidelines for assessment payment plans;

NOW, THEREFORE, the Board has duly adopted the following "**Payment Plan Policy**" (the "Policy"):

- 1.) Eligibility: Any owner who has not defaulted under a previous payment plan during the past two years from the date a payment plan request is received by the Association shall be eligible for a payment plan under this Policy (a "Payment Plan").
- 1.) Duration & Terms
 - a. A Payment Plan shall have a minimum term of not less than 3 months;
 - b. Association may use its discretion to determine the maximum term of a payment plan;
 - c. Despite the foregoing, the Association may not allow a Payment Plan for any amount that extends more than 18 months from the date of the owner's request for a Payment Plan;
 - d. Association may require a good faith payment of not more than 25% prior to commencing a payment plan.
 - e. Any eligible owner shall be allowed, without deliberation by the Board, to pay a delinquent balance in up to 12 equal consecutive monthly installments, with the first payment due within 30 days of the approval of the Payment Plan;
 - f. Any owner may submit a request for a Payment Plan that does not meet the foregoing guidelines, along with any other information they wish the Board to consider, and the Board may approve or disapprove such Payment Plan, in its sole discretion; and,
 - g. If an owner who is not eligible to receive a Payment Plan asks for a Payment Plan, then the Board shall be entitled to approve or disapprove a Payment Plan, in its sole discretion.
- 2.) Execution
 - a. All Payment Plans must be in writing and signed by the owner entering into said Payment Plan.
- 3.) Fees and Payment
 - a. All payments shall be due by the date specified in the Payment Plan;
 - b. Failure by an owner to make a payment by the time frame specified in the Payment Plan shall result in immediate default of said Payment Plan;
 - c. Additional monetary penalties will not accrue during the term of the Payment Plan. Notwithstanding the foregoing, interest as allowed under the Declaration may continue to accrue during the term of the Payment Plan. The Association may provide an estimate of the amount of interest that will accrue during the term of the Payment Plan. Furthermore, the Association may charge an owner a reasonable cost for administering the Payment Plan (the "Administrative Costs"). Any Administrative Costs will be identified in the Payment Plan.

4.) Default

- a. Any owner who defaults under a Payment Plan shall remain in default until his/her entire account balance is brought current;
- b. There is no opportunity to cure a default under a Payment Plan;
- c. While an owner is in default of a Payment Plan issued pursuant to this Policy, payments by the owner shall be applied in the manner specified in the written payment plan agreement.

EFFECTIVE DATE: 9/1/2013

Authorized Board Member Signature: Edna R. Yonca Date: 11/25/2013

**E-mail Registration Policy for the
Wynnwood Condominium Owners Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

WHEREAS, The Wynnwood Condominium Owners Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

NOW THEREFORE, the Board has duly adopted the following "*E-mail Registration Policy*" (the "Policy"):

- 1.) An e-mail address shall be considered registered with the Association for the purposes of receiving notices: (1) the owner has completed the registration form available at www.spectrumam.com that is required to gain online access to the Association's website; and (2) the owner has received confirmation that said submission has been received and approved.
- 2.) For an owner to receive notices, the registration form must be completed and submitted after 9/1/2013.
- 3.) No other form of e-mail registration shall be accepted for the purpose of communicating notices regardless of whether said e-mail address has been previously used for communications to or from the Association.

EFFECTIVE DATE: 9/1/2013

Authorized Board Member Signature: Edna R. Joma Date: 11/25/2013

**Insurance Deductible Assessment Policy for the
Wynnwood Condominium Owners Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Pursuant to the Texas Business Organizations Code, the undersigned, being at least a majority of the directors of the Board of Directors (hereinafter the "Board") of the Wynnwood Condominium Owners Association, Inc., (hereinafter the "Association"), do hereby consent to and adopt the following resolutions:

RE: **Insurance Deductible Assessment Policy**

WHEREAS, Texas Property Code §82.111 allows that an Association, in certain situations, may determine who pays all or part of the cost to repair damage to a unit or common element to a party who is partially or wholly responsible, or who would otherwise be responsible in the absence of insurance, for such loss;

BE IT RESOLVED THAT in such case as the cost to repair damage to a unit or common element covered by Association's insurance is less than the applicable insurance deductible, the party who would be responsible for the repair in the absence of insurance shall be assessed the cost for the repair of the unit or common element. For purposes of this policy, a Relative is a person related to a current Director within the third degree by consanguinity or affinity. For purposes of this policy, Owned means that a person owns fifty-one percent (51%) or more.

IT IS FURTHER RESOLVED, if the Association's insurance provides coverage for the loss and the cost to repair the damage to a unit or common element is more than the amount of the applicable insurance deductible, the Association may assess the party responsible for the loss or the owner of the property the cost of the deductible or other costs before insurance proceeds are made available.

IT IS FURTHER RESOLVED, if damage to a unit or the common elements is due wholly or partly to an act or omission of any unit owner or a guest or invitee of the unit owner, the association may assess the deductible expense and any other expense in excess of insurance proceeds against the owner and the owner's unit.

IT IS FURTHER RESOLVED, if an amount is assessed against an owner and the owner's unit in accordance with this Resolution, that amount shall be a continuing charge and lien upon the owner's unit, and that continuing charge and lien on the unit binds the unit in the hands of the then owner, and the owner's heirs, devisees, legal representatives, successors and assigns.

EFFECTIVE DATE: 9/1/2013

Authorized Board Member Signature: Edna R. Ymaiz Date: 11/25/2013

**Assessment Collection Schedule for the
Wynnwood Condominium Owners Association, Inc.**

<u>Collection Action</u>	<u>Late Charge</u>	<u>Administration Fee</u>	<u>Other Fees</u>
1 st Notice: Courtesy Notice	Per governing documents	\$20	N/A
2 nd Notice: Notice of intent to perform a title search.	Per governing documents	\$20	N/A
3 rd Notice: Notice to evaluate property's debt security (sent by certified mail).	Per governing documents	\$20	\$50 Title Search Fee charged to owner's account.
4 th Notice: Notice of intent to send 209 Notice (sent by certified mail).	Per governing documents	\$20	\$150 Escalated Property Processing fee charged to owner's account.
Final Statutory Notice: Notice of Turnover to Collection Agent/Attorney (sent by cert. mail).	Per governing documents	\$20	\$30 Statutory Notice fee charged to owner's account.
File turned over to the Association's attorney.	Per governing documents	\$20	\$90 fee to process file to third party debt collector.

Account Invoicing: The first notice is sent after the late date per the governing documents. The second and subsequent notices are sent roughly twenty-five to thirty days apart from one another each requiring payment be made by a specified due date to avoid further collection action. If an owner pays in full before the payment due date then invoice rebilling will cease on that owner's account.

General Policy: All fees/charges paid by the Association in connection with the invoicing of an owner's account shall be reimbursed by the owner. "Non sufficient funds" (NSF) and/or "stop payment" checks shall be assessed a charge of \$25.00 paid to Managing Agent and reimbursed by the owner.

Payment Plans: Payment plans shall be approved as per the Association's approved payment plan policy. Owners shall be required to sign an agreement and abide by it. If an owner does not abide by the agreement, then the owner's account shall move forward in accordance with the invoicing schedule.

Collection of Account by Attorney: Once an account is turned over to the association's attorney all methods of collections may be pursued. If the owner does not respond to the attorney's demand letter a lawsuit may be filed and a judgment obtained. If the owner fails to respond to the aforementioned action by making payment in full or by signing an approved payment plan then the property may be foreclosed upon in accordance with the governing documents and the current state law. Once the property is foreclosed the Association shall move to evict the residents, collect payment for rent, and/or sell the property in accordance with state law.

**Violation Enforcement Resolution for the
Wynnwood Condominium Owners Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Pursuant to the Bylaws of the Wynnwood Condominium Owners Association, Inc. (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Wynnwood Condominium Owners Association, Inc., a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Violation Enforcement Policy

WHEREAS:

1. The Board of Directors is empowered to enforce the covenants, conditions and restrictions of the Covenants, Bylaws and any rules and regulations of the Association.
2. It is the Board's duty to use its best efforts to assure that said enforcement occurs

BE RESOLVED THAT:

1. All rules of the Association shall be enforced
2. The Violation Schedule (attached) shall be the Association's policy of enforcement.

EFFECTIVE: 9/1/2013

Edna R. Ymua

Authorized Board Member

11/25/2013

Date

**Violation Schedule for the
Wynnwood Condominium Owners Association, Inc.**

<u>Violation Procedure</u>	<u>Status</u>	<u>Action Required</u>
1 st Notice: Courtesy Notice (regular mail)	1 st Report/Sighting	10 days to correct
Subsequent Notices for Continued Violation	Non-compliance & No application for extension	30 days to correct
Final Notice: Final notice per Section 82.102 of the Texas Property Code (sent via certified mail)	Non-compliance & No application for extension	30 days to correct/if not corrected then sent to the Association's attorney.
The Board of Directors may authorize the account to be forwarded to the attorney.	Non-compliance & No application for extension	Attorney will work with owner to correct the violation.

General Policy

If a homeowner contacts management with the intent to correct a violation and asks for an extension, management shall grant such extension if it deems the extension reasonable. If the homeowner does not cure the violation after the extension period the homeowner shall immediately be referred to the Association's attorney.

Attorney Procedure

It is the option of the Board to decide when and if an account goes to the attorney. The decision to escalate an account to the attorney may be based on violation severity, prior violation history or other factors that may influence the Board of Director's decision. Once an account is turned over to the attorney's office the attorney will send the homeowner a letter of representation and a demand for compliance with the Association's governing documents. If the homeowner does not respond the attorney shall pursue all available action to cure the violation through the court/legal system. If allowable by law and the Association's Declaration of Covenants, all attorneys' fees/court costs shall be the homeowner's responsibility and shall be charged to the homeowners account and the money due shall be subject to the collection policy. If the amount due is not paid the attorney shall file a notice of lien.

Other: This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the management company to request the most recent version of this policy if they have a question and/or need assistance in making payment arrangements.

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

DEC 26 2013



Gerard C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20130260171 Fees: \$96.00
12/26/2013 1:11PM # Pages 21
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK