

**NINTH SUPPLEMENTAL
NOTICE OF DEDICATORY INSTRUMENTS
FOR
KINGS FOREST COMMUNITY ASSOCIATION, INC.**

STATE OF TEXAS §
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COUNTY OF HARRIS §

The undersigned, being the authorized representative of Kings Forest Community Association, Inc., a property owner’s association as defined in Section 202.001 of the Texas Property Code (the “**Association**”), hereby supplements the “Affidavit” (“**Affidavit**”) recorded in the Official Public Records of Real Property of Harris County, Texas on December 29, 1999 under Clerk’s File No. U148674, the “First Supplemental Notice of Dedicatory Instruments for Kings Forest Community Association, Inc.” (“**First Supplemental Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on September 27, 2011 under Clerk’s File No. 20110405715, the “Second Supplemental Notice of Dedicatory Instruments for Kings Forest Community Association, Inc.” (“**Second Supplemental Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on December 30, 2011 under Clerk’s File No. 20110547759, the “Third Supplemental Notice of Dedicatory Instruments for Kings Forest Community Association, Inc.” (“**Third Supplemental Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on February 28, 2012 under Clerk’s File No. 20120085492, the “Fourth Supplemental Notice of Dedicatory Instruments for Kings Forest Community Association, Inc.” (“**Fourth Supplemental Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on August 10, 2020 under Clerk’s File No. RP-2020-362921, the “Fifth Supplemental Notice of Dedicatory Instruments for Kings Forest Community Association, Inc.” (“**Fifth Supplemental Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on August 19, 2020 under Clerk’s File No. RP-2020-381156, the “Sixth Supplemental Notice of Dedicatory Instruments for Kings Forest Community Association, Inc.” (“**Sixth Supplemental Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on January 12, 2021 under Clerk’s File No. RP-2021-18796, the “Seventh Supplemental Notice of Dedicatory Instruments for Kings Forest Community Association, Inc.” (“**Seventh Supplemental Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on April 22, 2021 under Clerk’s File No. RP-2021-217549, and the “Eighth Supplemental Notice of Dedicatory Instruments for Kings Forest Community Association, Inc.” (“**Eighth Supplemental Notice**”) recorded in the Official Public Records of Real Property of Harris County, Texas on October 27, 2021 under Clerk’s File No. RP-2021-618748, which documents were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

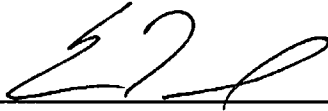
Additional Dedicatory Instrument(s). In addition to the Dedicatory Instruments identified in the Affidavit and the Supplemental Notices, the following document is a Dedicatory Instrument governing the Association:

- **Amended and Restated Billing and Collection Policy Kings Forest Community Association, Inc.**

RP-2021-655360

This Ninth 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 Ninth Supplemental Notice is true and correct and the document attached to this Ninth Supplemental Notice is a true and correct copy of the original.

KINGS FOREST COMMUNITY ASSOCIATION, INC.

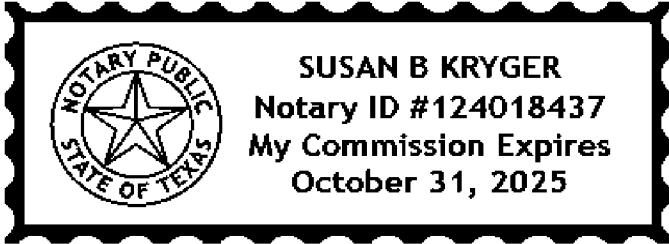
By: 
Eric B. Tonsul, authorized representative

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Eric B. Tonsul, authorized representative of Kings Forest Community Association, Inc., 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 12th day of November, 2021, to certify which witness my hand and official seal.


Notary Public in and for the State of Texas



RP-2021-655360

AMENDED AND RESTATED BILLING AND COLLECTION POLICY
KINGS FOREST COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS

COUNTY OF HARRIS

RECITALS:

1. Kings Forest Community Association (the "Association") provides amenities and services to homeowners such as the community pool, entry monuments and trash collection. All homeowners are to share in the cost of these amenities and services via assessments.
2. New laws pertaining to the collection of assessments by property owners associations became effective on September 1, 2021.
3. The Board of Trustees (the "Board") of the Association desires to update its Billing and Collection Policy to be consistent with the new laws and equitable to the owners of property in Kings Forest which are subject to payment of assessments (the "Owners") per the Dedicatory Instruments for the Association as filed in the real property records of Harris County, Texas.
4. Pursuant to the Texas Property Code, the Board has the authority and has approved by the requisite vote the Amended and Restated Billing and Collection Policy as stated below.

Therefore, the Billing and Collection Policy filed on February 28, 2012, is replaced in its entirety as follows.

POLICY:

It is the policy of the Association to bill Owners for and collect assessments levied per the Dedicatory Instruments from Owners as follows:

Section 1. Billing and Installment Plans

1. Statements for Assessments. The Association shall send a statement for the annual assessment to each Owner in the month preceding the month in which payment of the annual assessment becomes due (generally in December). The statement shall be forwarded to an Owner at the last known mailing address of the Owner according to the records of the Association. *It is the responsibility of the Owner to notify the Association in writing of a change in the Owner's mailing address.* The submission of a check which sets forth an address for the Owner that is different from the mailing address previously provided by the Owner to the Association does not constitute written notice of a change of the Owner's mailing address.
2. Installment Payments. Prior to the late date per the statement, an Owner whose account is current may request, and if approved by the Association, pay the annual assessment in 12 monthly installments per an agreed plan. A reasonable processing fee may be charged for each payment under such plans.
3. Due Date. Annual assessments are generally due on the first 1st day of January of each year. If payment is not received in full by 5:00 pm on the late date stated (generally January 31st), or

payments under an agreed installment plan are more than 2 months late, the Owner's account shall be deemed to be delinquent.

Section 2. Collection of Delinquent Accounts

1. Additional Charges to Delinquent Accounts.

- a. When the account of an Owner becomes delinquent, it remains delinquent until the balance is paid in full — including interest, late fees, collection costs and charges for checks that are not honored (Insufficient Funds) that the Association may levy.
- b. Interest shall be charged at the rate of 10% per annum on the total outstanding account balance, compounded monthly, from the original due date (or dates in the case of an agreed installment plan).
- c. Late fees of a reasonable amount shall be charged monthly to cover the extra administrative cost.
- d. Collection Costs - the defaulting Owner is liable to the Association for the cost of title reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- e. Insufficient Funds - The Association may levy a charge of \$25 for any check returned to the Association marked "not sufficient funds", "stop payment" or the equivalent. In this case, future payments by the owner to clear a delinquency must be made by cashier's check or money order.
- f. Waiver – Properly levied collection costs, late fees, and interest may only be waived by the Board.

2. Collection Procedures.

- a. From time to time, the Association may delegate some or all the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.
- b. Initial Collections Letter (209 Letter) - If the Association has not received full payment or an agreed installment plan by the late date, the Association shall send written notice of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if payment is not resolved timely, the Association may pursue any or all the Association's remedies, at the sole cost and expense of the defaulting Owner. This letter also includes a payment plan option for homeowners to resolve their outstanding balance, which must be in accord with the Association's currently effective recorded Payment Plan Policy, and states that privileges to use Association recreational facilities may be suspended.
- c. Title Search Notification – If payment of the full balance is not resolved within the time stated in the Initial Collections Letter, the Association may order a title search to

determine the current names of the owners and the identity of other lien holders, including the mortgage lender. A notification is sent to the Owner informing of this action and advising that if payment is not resolved within 30 days a lien will be filed with the county and the mortgage holder may be informed.

- d. Suspension of Privileges. If payment of the full balance is not resolved within the time stated in the Initial Collections, the Association shall suspend the Owner's right to use the recreational facilities of the Association (written notice to the Owner in accordance with Section 209.006 of the Texas Property Code provided in the Initial Collections Letter). The suspension of an Owner's right to use the recreational facilities of the Association shall be in addition to, not in lieu of, all other remedies available to the Association regarding the delinquent account.
- e. Final Demand Letter - If payment of the full balance is not resolved within the time stated in the Title Search Notification, a Final Demand Letter shall be mailed by regular & certified mail to both the Owner address per Association records and per the title search. This letter shall:
- i. specify each delinquent amount and the total amount of the payment required to make the account current,
 - ii. advise the Owner of the availability of a payment plan in accordance with the Association's recorded Payment Plan Policy, and how to apply,
 - iii. provide a period of at least forty-five (45) days to cure the delinquency before further collection action is taken,
 - iv. advise that during the forty-five (45) day period 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 prior to collection action, and
 - v. advise the Owner that if, after the forty-five (45) day period has expired, the Owner has not entered a payment plan and account remains delinquent, the account will be referred to the Association's attorney for collection and any fees and costs thereafter incurred by the Association will be added to the Owner's account.
- f. Notification of Lien Filing – If payment of the full balance is not resolved within the time stated in the Title Search Notification, the Association shall file an assessment lien against the Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner and may also be sent to the Owner's mortgage holder. Upon payment in full a notice of release of lien will be processed & filed in the county at no additional charge.
- g. Collection by Attorney. If the Owner's account remains delinquent beyond the 45 day notice period in the Final Demand Letter, the manager of the Association may refer the delinquent account to the Association's attorney for collection. The Association's attorney will forward a thirty (30) day demand for payment to the Owner, which demand shall also advise the Owner that the failure to pay the amount due may result in further legal action, including foreclosure of the Association's lien. Authorization of the Board is required prior to the attorney initiating foreclosure.

- h. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

3. Payments

- a. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:
- i. any delinquent assessment,
 - ii. any current assessment,
 - iii. 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,
 - iv. any reasonable attorney's fees incurred by the Association that are not subject to item iii above,
 - v. any reasonable fines assessed by the Association, and
 - vi. any other reasonable amount owed to the Association.
- b. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of check, cashier's check, money order, online ACH, or online credit/debit card payment. Online payments will have applicable surcharges. Cash is not accepted.
- c. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

Section 4. General Provisions

1. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.
2. Special Assessments. This Policy is applicable in the event it becomes necessary for the Board to make a special assessment in addition to the annual assessment. In this case, the dates and

time periods stated in this policy shall be adjusted accordingly in reference to the due and late dates stated in the special assessment.

3. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Association's Dedicatory Instruments and the laws of the State of Texas
4. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Restrictions or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum more than the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Special Assessments and Regular Assessments, or reimbursed to the Owner if those Assessments are paid in full.
5. Notices. Unless the Restrictions, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.
6. Amendment of Policy. This policy may be amended from time to time by the Board.

CERTIFICATION:

"I, Cyndy Brown, being the Secretary of Kings Forest Community Association, hereby certify that the foregoing Policy was adopted by at least a majority of the Association Board of Trustees on the 27 day of September, 2021."

By: Cyndy Brown, Secretary

Print name: Cyndy Brown

ACKNOWLEDGEMENT

STATE OF TEXAS §

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COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

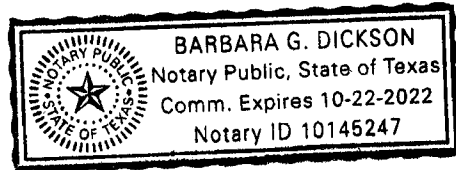
Given under my hand and seal of office this 27 day of September 2021.

Barbara G. Dickson

Notary Public, State of Texas

After Recording Return to:

Associa - Principal Management Group of Houston
11000 Corporate Centre Drive, Suite 150
Houston, TX 77041



RP-2021-655360

RP-2021-655360
Pages 9
11/15/2021 07:34 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$46.00

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2021-655360