

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MANAGEMENT CERTIFICATE OF

CYPRESS VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

Pursuant to Tex. Prop. Code chs. 202 and 209, including Tex. Prop. Code sec. 209.004(a-1), the undersigned officer of Cypress Village Property Owners Association, Inc., the property owners' association for Cypress Village, a residential subdivision in Pearland, Brazoria County, Texas, (the "Subdivision") submits this Management Certificate of Cypress Village Property Owners Association, Inc.

1. The name of the Subdivision is Cypress Village.
2. The name of the association for the Subdivision is Cypress Village Property Owners Association, Inc. ("Association").
3. The plats for the Subdivision are recorded in the Real Property Records of Brazoria County, Texas, as follows:

Final Plat of Cypress Village Section One, recorded at Instrument Number 2003031955, Plat Records of Brazoria County, Texas; and

Amending Plat of Cypress Village, Section One, recorded at Instrument Number 2004024612, Plat Records of Brazoria County, Texas; and

Final Plat of Cypress Village, Section Two, recorded at Book 24, Page 236, Instrument Number 2004050133, Plat Records of Brazoria County, Texas; and

Amending Plat of Cypress Village, Section 2, Block Three, recorded at Instrument Number 2006049687, Plat Records of Brazoria County, Texas

Final Plat of Cypress Village, Section 3, recorded at Instrument No. 2018062326, Plat Records of Brazoria County, Texas

4. The Subdivision presently consists of Cypress Village, Section One, Cypress Village, Section Two, and Cypress Village, Section Three.

5. Cypress Village, Section Two, has been subjected to the jurisdiction of the Association and the Declaration of Covenants, Conditions and Restrictions for Cypress Village, Section 1, ("Declaration") by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Cypress Village, Section 1, filed of record in the Official Records of Brazoria County, Texas, under Instrument Number 2005044233. Cypress Village, Section Three, has been subjected to the jurisdiction of the Association and the Declaration by that certain Supplemental Declaration and Annexation of Cypress Village, Section 3, a Subdivision in the City of Pearland, Brazoria County, Texas, into the Jurisdiction of Cypress Village Property Owners Association filed of record in the Official Records of Brazoria County, Texas, under Instrument Number 2018042515.

6. The Declaration of Covenants, Conditions and Restrictions for Cypress Village is that certain Declaration of Covenants, Conditions and Restrictions for Cypress Village, Section 1, recorded at Brazoria County Clerk's Instrument Number 2004018902 in the Official Records of Brazoria County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Cypress Village, Section 1, recorded at Brazoria County Clerk's Instrument Number 2005044233 in the Official Records of Brazoria County, Texas, and as supplemented by that certain Supplemental Declaration and Annexation of Cypress Village, Section 3, a Subdivision in the City of Pearland, Brazoria County, Texas, into the Jurisdiction of Cypress Village Property Owners Association filed of record in the Official Records of Brazoria County, Texas, under Instrument Number 2018042515.

7. The mailing address of the Association, and the name and mailing address of the managing agent of the Association, is c/o Crest Capital Management Company, 17171 Park Row, Suite 310, Houston, Texas 77084, attn: Carolyn Bonds, Managing Agent, info@crest-management.com, 281/579-0761. For the sale or transfer of a Lot in the subdivision the following fees apply: transfer fees are charged at the rate of \$295.00; Resale Certificates are charged at the rate of \$375.00; Resale Certificate Update are no charge for 30 days, and \$75.00 for 180 days; Refinance Statement of Account fees are charged at the rate of \$75.00; a Rush Fee for documents that need to be provided in less than three (3) business days are charged at a rate of \$100.00.

8. The following governing documents of the Association are attached to that certain Management Certificate of Cypress Village Property Owners Association, Inc. recorded at Brazoria County Clerk's Instrument Number 2011012461 in the Official Records of Brazoria County, Texas: Certificate of Incorporation and Articles of Incorporation dated May 4, 2005, Bylaws dated May 10, 2005, Amendment to By-Laws dated February 28, 2007, and Architectural Control Guidelines for Cypress Village dated February 10, 2011. The Second Amendment to Bylaws is attached to that certain Management Certificate of Cypress Village Property Owners Association, Inc. recorded at Brazoria County Clerk's Instrument Number 2013017330.

9. The Collection Policy for Delinquent Assessments dated May 6, 2010 attached to that certain Management Certificate of Cypress Village Property Owners Association, Inc. recorded at Brazoria County Clerk's Instrument Number 2011012461 in the Official Records of Brazoria County, Texas is hereby revoked. That certain Collection Referral Policy attached to that certain Management Certificate of Cypress Village Property Owners' Association, Inc. recorded at Brazoria County Clerk's Instrument Number 2011050562 is hereby revoked. The current Collection Referral Policy is attached to that certain Management Certificate of Cypress Village Property Owners' Association Inc. recorded at Brazoria County Clerk's Instrument Number 2016007783.

10. The current Document Retention Policy and Document Production and Copying Policy are attached to that certain Management Certificate of Cypress Village Property Owners' Association Inc. recorded at Brazoria County Clerk's Instrument Number 2011050562.

11. The current Late Fee Policy is attached to that certain Management Certificate of Cypress Village Property Owners' Association, Inc. recorded at Brazoria County Clerk's Instrument Number 2012048131.

12. That certain Delinquency Collection Policy attached to that certain Management Certificate of Cypress Village Property Owners' Association, Inc. recorded at Brazoria County Clerk's Instrument Number 2011050562 and that certain Delinquency Collection Policy attached to that certain Management Certificate of Cypress Village Property Owners' Association, Inc. recorded at Brazoria County Clerk's Instrument Number 2014005519 are revoked. The current Delinquency Collection Policy is attached hereto.

13. That certain Alternative Payment Schedule Policy attached to that certain Management Certificate of Cypress Village Property Owners Association, Inc. recorded at Brazoria County Clerk's Instrument Number 2011050562 is hereby revoked. That certain Alternative Payment Schedule Policy attached to that certain Management Certificate of Cypress Village Property Owners' Association Inc. recorded at Brazoria County Clerk's Instrument Number 2016007783 is hereby revoked. That certain Delinquency Collection Policy and Alternative Payment Schedule attached to that certain Management Certificate recorded in the Real Property Records of Brazoria County, Texas, under Instrument No. 2018051718 are hereby revoked

14. True and correct copies of the current Delinquency Collection and Policy and Alternative Payment Schedule are attached to that certain Management Certificate recorded at Brazoria County Clerk's Instrument No. 2020052462.

15. True and correct copies of the current Fourth Amendment to the Bylaws of Cypress Village Property Owners Association, Inc, Deed Restriction Violation Dispute Resolution Policy, Architectural Review Authority and Appeals Policy, Bid Solicitation Policy, Rental and Lease Policy, and Collection and Payment Policy are attached hereto.

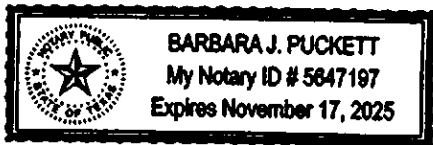
Signed this 31 day of January, 2023.

CYPRESS VILLAGE PROPERTY OWNERS
ASSOCIATION, INC.

By: Carolyn Bonds, PCAM
Name: CAROLYN BONDS
Title: Agent

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 31st day of January, 2023
by Carolyn Bonds, Agent for Assn of Cypress Village Property
Owners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.



Barbara J. Puckett
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:
Carl Jay Quezada
Quezada Law Firm. P.C.
106 E. Willowick Ave
Friendswood, Texas 77546

**FOURTH AMENDMENT TO THE BYLAWS OF
CYPRESS VILLAGE PROPERTY OWNERS ASSOCIATION, INC.**

Cypress Village Property Owners Association, Inc. ("Association") has adopted this Fourth Amendment to the Bylaws of Cypress Village Property Owners Association, Inc. ("Amendment") as of the date set forth below.

Article II, Section 3 of the By-Laws of Cypress Village Property Owners Association, Inc. and as thereafter amendment is deleted in its entirety and replaced with the following:

Section 3. Quorum. Unless otherwise provided in the Articles of Incorporation, Members entitled to cast five (5) percent of the votes of the membership, represented in person, by proxy and/or by absentee ballot, shall constitute a quorum at a meeting of the Members. If, however, a quorum shall not be present or represented at any meeting of the members, the Members present in person or represented by proxy shall have the power to adjourn and/or reconvene the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. Quorum requirement at any reconvened meeting will reduce by one half (1/2) for each adjourned meeting thereafter until Quorum is reached.

President Certificate

I hereby certify that the foregoing Fourth Amendment to the Bylaws of Cypress Village Property Owners Association, Inc. was adopted by the Board of Directors of Cypress Village Property Owners Association, Inc. at a meeting thereof duly called and held on Oct 10, 2022.



President

DEED RESTRICTION VIOLATION DISPUTE RESOLUTION POLICY

Cypress Village Property Owners Association, Inc. ("Association") has adopted this Deed Restriction Violation Dispute Resolution Policy ("Policy") to provide guidance for issues surrounding disputes regarding deed restriction violations. This Policy is effective upon recording in the Real Property Records of Brazoria County, Texas.

Request for Hearing

Except as provided below and only if the Lot owner is entitled to an opportunity to cure the violation, a Lot 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.

A request for hearing must be sent in writing to the management company for the Association clearly stating that a hearing is being requested.

Hearing Date

The Association shall hold a hearing after a properly submitted request is received by the Association within 30 days of the date the request is received. The Association shall notify the Lot owner of the date, time and place of the hearing within no less than 10 days from the date the hearing is scheduled.

The board or owner may request a postponement of the hearing. Any request for a postponement shall be granted for not more than 10 days unless otherwise agreed to by the parties.

Hearing Before the Board

Not later than 10 days before the Association holds a hearing as provided in this policy, 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 fails to provide the foregoing documents, the Lot owner is automatically entitled to a 15-day postponement of the hearing.

During the hearing, a member of the board or the Association's designated representative shall first present the Association's position regarding the violation. A Lot owner or the Lot owner's representative is entitled to present the Lot owner's information and issues relevant to the appeal or dispute only.

The Board shall take the matter into consideration and provide the Lot owner with a written notice of its decision after the conclusion of the appeal.

No policy can apply to every circumstance, and no policy can anticipate every circumstance. Accordingly, to the extent allowed by law, the foregoing Policy is subject to change, and may be changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors deems reasonable and appropriate after due consideration. The Policy does not create any

rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors, management company and Association attorney to follow. A failure to follow this policy shall not create a right in or to any person nor is any deviation or failure to follow actionable in any way or create a defense to any obligation of a homeowner to satisfy his/her financial obligations to the Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same owner or any other owner. The Board of Directors shall have the right to waive compliance with this policy as it deems appropriate.

Board of Directors Certificate

I hereby certify that the foregoing Deed Restriction Violation Dispute Resolution Policy was adopted by the Board of Directors of Cypress Village Property Owners Association, Inc. at a meeting duly called on this 16 day of Oct, 2022.


Director

ARCHITECTURAL REVIEW AUTHORITY AND APPEALS POLICY

Cypress Village Property Owners Association, Inc. ("Association") has adopted this Architectural Review Authority and Appeals Policy ("Policy") to provide guidance for issues surrounding the architectural review committee. This Policy is effective upon recording in the Real Property Records of Brazoria County, Texas.

Committee Members

Notwithstanding any current members that are serving out their terms as board members, the Architectural Review Authority ("ARA") shall consist of not more than three committee members that shall be appointed by the Board of Directors of Cypress Village Property Owners Association, Inc. At any time the committee consists of less than three members, for any reason, any decision of the current members shall not be considered void or invalid.

Qualifications: committee members may not be a current board, a current board members spouse or a person residing in a current board members household and must be in compliance with the Association's governing documents.

The Association may solicit applications for persons interested in being appointed to the ARA committee. All members of the ARA committee shall be held to the same standard of care and liability as a member of the board of directors in enforcing and following the Association's governing documents while acting in their capacity as a committee member.

Denial of Application

A decision by the ARA denying a properly submitted application by an owner for the construction, modification or replacement of an improvement in the subdivision may be appealed to the board of directors.

Written notice of a denial must be provided to the owner by certified mail, hand delivery or electronic mail. The notice must: (1) describe the basis for the denial in reasonable detail, (2) include changes to the application required as a condition to approval, if applicable, (3) inform the owner that the owner may request a hearing on or before the 30th day after the date the notice was sent to the owner, (4) describe the method of submitting a request for a hearing.

A request for hearing must be sent in writing to the management company for the Association clearly stating that a hearing is being requested.

Hearing

The board of directors shall hold a hearing under this policy not later than the 30th day after the date the board of directors receives the request.

The board of directors shall notify the owner of the date, time, and place of hearing not later than the 10th day before the date of the hearing. Prior to the commencement of the hearing the board of directors and the owner may request a postponement of the hearing. A postponement shall be

granted for a period of not more than 10 days. An owner is only allowed one hearing under this policy per requested improvement.

During the hearing, the board and owner (or any designated representative thereof) will each be provided the opportunity to discuss, verify facts, and resolve the denial of the owners application for the construction or placement of an improvement, and the changes, if any, requested by the ARA in the notice provided to the owner. Any party to the hearing may make any audio recording of the hearing.

Board of Directors

The Board of Directors may affirm, modify, or reverse, in whole or in part, any decision of the architectural review authority committee as consistent with the subdivision's governing documents. The Board of Directors may appoint a board liaison to oversee the ARA and ensure compliance with the Association's governing documents.

Nothing provided for herein shall prohibit the ARA from seeking guidance and confirmation from the Board of Directors regarding any application submitted nor shall it prohibit the Board of Directors from providing further direction and guidance on the process of approving or denying applications.

No policy can apply to every circumstance, and no policy can anticipate every circumstance. Accordingly, to the extent allowed by law, the foregoing Policy is subject to change, and may be changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors deems reasonable and appropriate after due consideration. The Policy does not create any rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors, management company and Association attorney to follow. A failure to follow this policy shall not create a right in or to any person nor is any deviation or failure to follow actionable in any way or create a defense to any obligation of a homeowner to satisfy his/her financial obligations to the Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same owner or any other owner. The Board of Directors shall have the right to waive compliance with this policy as it deems appropriate.

Board of Directors Certificate

I hereby certify that the foregoing Architectural Review Authority and Appeals Policy was adopted by the Board of Directors of Cypress Village Property Owners Association, Inc. at a meeting duly called on this 6 day of Oct, 2022.


Director

BID SOLICITATION POLICY

Cypress Village Property Owners Association, Inc. ("Association") has adopted this Bid Solicitation Policy ("Policy") to provide guidance regarding the solicitation of bids applicable to this policy. This Policy is effective upon recording in the Real Property Records of Brazoria County, Texas.

Applicable Contracts

This policy is applicable to any and all contracts entered into by the Association after the adoption of this policy where the amount of the contracted services will costs more than \$50,000.

Solicitation Process

1. The Association shall attempt to solicit at least three bids requesting services where the expected cost of the services will exceed \$50,000.
2. The amount of time to receive bids pursuant to this policy shall not be less than 30 days from the date that the Association opens the bid solicitation process.
3. All bids submitted within the time frame provided by the Association shall be submitted for consideration at the next board meeting of the Association unless otherwise stated by the Board of Directors.
4. The Association may vote to accept a bid submitted if the proposed bid meets the requirements set by the Association for the services requested. The Association is not required to vote for or against a bid based solely on costs.
5. The board may reopen the bid process for a contract subject to this policy if the bids submitted are not satisfactory to the Association.

Extensions Modifications and Renewals

The Association may, but is not required to, solicit new bids pursuant to this policy for any extension, modification or renewal of an existing contract for services that costs more than \$50,000.

No policy can apply to every circumstance, and no policy can anticipate every circumstance. Accordingly, to the extent allowed by law, the foregoing Policy is subject to change, and may be changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors deems reasonable and appropriate after due consideration. The Policy does not create any rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors, management company and Association attorney to follow. A failure to follow this policy shall not create a right in or to any person nor is any deviation or failure to follow actionable in any way or

create a defense to any obligation of a homeowner to satisfy his/her financial obligations to the Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same owner or any other owner. The Board of Directors shall have the right to waive compliance with this policy as it deems appropriate.

Director's Certificate

I hereby certify that the foregoing Bid Solicitation Policy was adopted by the Board of Directors of Cypress Village Property Owners Association, Inc. at a meeting duly called on this 6 day of Oct 2022.


Director

RENTAL AND LEASE POLICY

Cypress Village Property Owners Association, Inc. ("Association") has adopted this Rental and Lease Policy ("Policy") to provide guidance regarding the renting and leasing of residences within the subdivision.

Consistent with the Cypress Village Property Owners Association, Inc. governing documents, the Association has adopted the following rules and regulations:

1. Any lease, sublease or rental of a Lot, in whole or in part, for a term of less than 6 months is strictly prohibited.
2. No Lot shall be leased, subleased or rented for less than the entire Lot. Any lease, sublease or rental agreement shall be for the Lot as a whole and not for any portion thereof.
3. Lot Owners are responsible for providing a current mailing address when renting or leasing the residence.
4. Lot Owners must notify all tenants and occupants of the rules and regulations applicable to the Lot.
5. The Association may request the contact information, including name, mailing address, phone number, email address of each person who will reside at the property and named in the Lease.
6. Lot Owners are required to provide the commencement date and lease term of any lease.

No policy can apply to every circumstance, and no policy can anticipate every circumstance. Accordingly, to the extent allowed by law, the foregoing Policy is subject to change, and may be changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors deems reasonable and appropriate after due consideration. The Policy does not create any rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors, management company and Association attorney to follow. A failure to follow this Policy shall not create a right in or to any person nor is any deviation or failure to follow actionable in any way or create a defense to any obligation of a homeowner to satisfy his/her financial obligations to the Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same owner or any other owner. The Board of Directors shall have the right to waive compliance with this Policy as it deems appropriate.

Director Certificate

I hereby certify that the foregoing Rental and Lease Policy was adopted by the Board of Directors of Cypress Village Property Owners Association, Inc. at a meeting thereof duly called and held on this 10 day of OCT, 2022.



Director

COLLECTION AND PAYMENT POLICY

Cypress Village Property Owners Association, Inc. ("Association") has adopted this Collection and Payment Policy ("Policy") to provide guidance regarding collection actions of the Association management company or Association attorney of amounts owing to the Association. This Policy supercedes any prior policy adopted by the Association of the same name. This Policy is effective upon recording in the Real Property Records of Brazoria County, Texas.

Late Fees

Annual maintenance charges are due on January 1 of each year and shall become delinquent on February 1, if not paid in full. An initial late fee of \$25.00 shall be charged on February 1 against any delinquent account. Owners shall be responsible for all costs incurred in collecting past due assessments.

Any maintenance charge not paid within ten (10) days after the due date shall also bear interest from the due date at the highest legal rate in the State of Texas.

Returned Check Fee (Bank Returned Payment Devices)

The penalty for a returned check submitted as payment to the Association is a \$30.00 fee, plus any applicable bank charges and other costs incurred in collecting the amounts to have been paid by such check.

Payments

This policy does not require the association to accept partial payment from a homeowner in the absence of a payment plan or arrangement to accept partial payment from the homeowner. Partial payments outside of an agreement shall be returned to the homeowner. Partial Payment is payment made for less than the total amount due on a homeowner account.

As a general policy, unpaid assessments, whether annual or special, shall be collected in the first instance by the Association management company. The Association management company shall issue all statements for all assessments. For assessments remaining unpaid thirty days after the due date, the management company shall issue up to two (2) follow up notices at not less than thirty day intervals. The management company is hereby authorized to issue all such notices without further authorization or direction of the board of directors.

For all assessments remaining unpaid for at least forty-five days after the second notice as set forth above, the management company shall refer such matters to the Association attorney to issue its/his/her demand for payment. The management company shall seek board authorization at a regular meeting of the board of directors before making such referral. Absent special circumstances, such referral shall be made without regard to the identity of the member.

The Association attorney shall, upon referral, issue its/his/her demand to each such member and shall, to the extent feasible and allowable, include therein all amounts that are to be charged to

the Association for such legal services. The Association attorney may issue a follow up demand in accordance with applicable law. Upon referral, the Association attorney is authorized to issue all such demands without further authorization or direction of the board of directors.

Any delinquent accounts not collected by the attorney within a reasonable time after the second demand may be referred back to the management company to be held pending either (a) an instance that would cause the account to be paid or (b) for the next year's assessment.

Notwithstanding the above, all accounts in arrears (a) for a period of time not more than the applicable statute of limitations or (b) in the amount of \$1,000, including all charges, shall be referred to the Association attorney for final collection. At present, the statute of limitations is four years. Thus, accounts in arrears for three years shall be referred to the attorney for final collection regardless of dollar amount owed. The management company shall seek board authorization at a regular meeting of the board of directors before making such referral. Absent special circumstances, such referral shall be made without regard to the identity of the member. Upon referral, the Association attorney shall be authorized to issue further demands, file lawsuits, or take such other action to collect such accounts as may be lawful and appropriate under the circumstances

The Association will consider homeowner requests for a payment plan for any delinquent regular or special assessments or any other amount owed to the Association. The minimum term for a payment plan offered by the Association is three (3) months. The Association will consider, but is not required to approve a payment plan that extends beyond the minimum term of three (3) months. The Association is not required to enter into a payment plan with an owner who has failed to honor the terms of a previous plan within the two (2) years prior to the most recent request. The Association is not required to enter into a payment plan with a homeowner more than once in any twelve (12) month period. The Association is not required to make a payment plan available to an owner after the period for cure described by Section 209.0064 (b) of the Texas Property Code expires. The Association shall review all proposals equitably and, in consideration of all surrounding circumstances, may or may not accept the request.

An owner will not incur penalties associated with delinquent assessments during the term of an approved payment plan unless the owner fails to comply with the terms of the payment plan. For the purposes of this Policy, penalties will include initial and monthly late fees but will not include interest or reasonable costs associated with implementing a payment plan. The Association is not required to accept partial payments from an owner who has not entered into a payment plan approved by the Association.

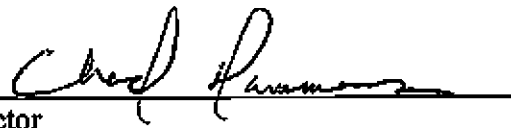
Except as provided below, all payments, whether or not made under a payment plan, received and accepted after January 1, 2012 shall be applied to amounts owing in the following order: (1) any delinquent assessment(s); (2) any current assessment(s); (3) any reasonable attorney's fees or reasonable third party collection costs associated solely with assessments or any other charge incurred by the Association that could provide the basis for foreclosure; (4) any reasonable attorney's fees incurred by the Association that are not subject to subsection (3); (5) any reasonable fines

assessed by the Association; and (6) any other reasonable amount owed to the Association, including late fees and/or interest. If a payment is received from an owner who is in default under a payment plan, the payment shall be applied to amounts owing to the Association in accordance with applicable policy adopted by the Association, or as hereafter otherwise determined by the Association, so long as fines assessed by the Association are not given priority over any other amount. For the purposes of this paragraph, fines do not include late fees, interest or attorney's assessed by the Association.

No policy can apply to every circumstance, and no policy can anticipate every circumstance. Accordingly, to the extent allowed by law, the foregoing Policy is subject to change, and may be changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors deems reasonable and appropriate after due consideration. The Policy does not create any rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors, management company and Association attorney to follow. A failure to follow this policy shall not create a right in or to any person nor is any deviation or failure to follow actionable in any way or create a defense to any obligation of a member to satisfy his/her financial obligations to the Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same member or any other member. The Board of Directors shall have the right to waive compliance with this policy as it deems appropriate.

Director Certificate

I hereby certify that the foregoing Collection and Payment Policy was adopted by the Board of Directors of Cypress Village Property Owners Association, Inc. at a meeting thereof duly called and held on Oct 16, 2022.


Director

FILED and RECORDED

Instrument Number: 2023004723

Filing and Recording Date: 02/02/2023 11:18:10 AM Pages: 16 Recording Fee: \$82.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, which appears to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-kali