

THE WOODLANDS WINDING BROOK HOMEOWNER'S ASSOCIATION, INC.

DELINQUENCY AND FORECLOSURE POLICY

March 26, 2026

WHEREAS, the Woodlands Winding Brook Homeowner's Association, Inc. ("Association") is responsible for the maintenance, improvement, repair, and operation of certain portions of the residential community known as Woodlands Winding Brook; and

WHEREAS, by purchasing a home or lot within the community, each owner covenanted and agreed to pay assessments to the Association for his or her pro rata share of the Association's common expenses; and

WHEREAS, there is a need to create orderly procedures for the collection of assessments which remain unpaid past their due date as delinquent assessments create financial and administrative challenges for the Association.

NOW, THEREFORE, BE IT RESOLVED that the duly elected Board of Directors of the Association have adopted the following procedures for the collection of assessments:

1. Assessments are due and payable in advance for each payment period, with the due dates being set by the Directors of the Association.
2. To be deemed timely, payments must be received by the due date at the Association's designated mailing address (postmarks are not sufficient).
3. If an owner has not paid by the applicable due date, the Association will send out a minimum of two "Late Notices" before the account is turned over to an attorney's office for collection.
4. Any payment or installment not received within 60 days of the applicable due date shall result in a late fee of \$10.00 plus interest, in the amount of fourteen percent (14%) per annum, which is approximately 1.1667% per month, being added to the delinquent assessment. These amounts shall be added to the owner's account and shall be deemed a part of the indebtedness to the Association.
5. If the owner has not entered into and complied with an acceptable payment agreement with the Association or paid the assessments in full after 120 days, the Association may refer the account to the Association's attorney for collection.
6. Once an owner's account is turned over to the Association's attorney, all communications by the delinquent owner regarding the delinquent account and collection of the debt, must be directed to the attorney's office.
7. If, after reasonable efforts to collect the outstanding balance, the amount owed reaches \$5,000, the Association may consider recording a lien and foreclosure of the lien against the subject property. The Association's legal team will provide notice to the homeowner prior to initiating foreclosure proceedings.
8. Unless otherwise required by law, court order, bankruptcy order, or a written payment agreement approved by the Association, payments received will be applied in the following order: (1) attorneys' fees, court costs and expenses incurred by the Association, (2) collection costs of the Association's property management company, (3) late charges, (4) charges incurred by the Association for "bounced" or "stopped payment" checks, then (5) outstanding assessments.