

HOA resolutions & policies

Historical association policies from 2011-2014

WHAT IS INCLUDED

Archive pages 5-44: the 2012 fines resolution; 2011-2012 policies and certifications, including Volume 3092, Pages 308-327; and the 2014 collection resolution at Volume 4256, Pages 309-315. Blank scan backs are retained.

WHAT WAS SEPARATED OUT

The opening Unit 3 supplemental declaration (archive pages 1-3 and its blank back) is excluded because this lot is in Unit 1. The trailing old management request form, neighborhood sketch, and blank backs (pages 45-48) are also excluded.

HOW TO USE THESE RECORDS

Original policy, signature, certification, and recording pages are preserved. These are historical documents; later policies or changes in law may supersede them. They are not confirmation of current enforceability, charges, or account status.

CURRENT DOCUMENTS

Request the current HOA resale package and complete applicable restrictions through the seller and title company. Confirm the current architectural submission process before sending plans or using an old form.

RESOLUTION OF THE BOARD OF DIRECTORS
OF
THE HOMEOWNERS ASSOCIATION FOR DEER CREST, THE RIDGE AT DEER CREEK
AND THE ESTATES AT DEER CREEK INC.

WHEREAS, a duly called meeting of the Board of Directors of the Homeowners' Association for Deer Crest, the Ridge at Deer Creek and the Estates at Deer Creek, Inc., (the "Association") was held the 20th day of March 2012; and

WHEREAS, a quorum of the Members of the Board attended said meeting; and

WHEREAS, pursuant to a Motion duly made and seconded, the following resolution was adopted by the Board:

RESOLUTION

WHEREAS, all property within Deer Crest, the Ridge at Deer Creek and the Estates at Deer Creek is subject to the provisions of the First Amendment and Restatement of the Deer Crest, the Ridge at Deer Creek and the Estates at Deer Creek Master Declaration of Covenants, Conditions and Restrictions (the "Declaration") as recorded in Volume 1711, Page 995 et seq of the Official Public records of Guadalupe County, Texas; and

WHEREAS, by virtue of Article 5.4 (f) of the Declaration, the Board of Directors of the Association is given the duty and responsibility to "...charge Members for damages to Common Properties and levy fines against Members who violated one or more of the Restrictions and to suspend Members' rights to use Common Properties...."; and

WHEREAS, prior to any such charge, levy or suspension of a Member, the Association is to give written notice of the violation to the Member and to allow the member to make a written request for a hearing to discuss and verify facts in accordance with the provisions of the Texas Property Code; and

WHEREAS, the Board in order to implement this process desires to adopt a schedule of fines, procedures for notices of violations, implementation of fines and appeal to the Board of any fine levied against a Member..."; and

WHEREAS, the Board finds that the adoption of a schedule of monetary fines for violation of the requirements of the Restrictions, and the related provision of an opportunity for a hearing before the Board of Directors, in accordance with the provisions of the Declaration and applicable law, if a Lot Owner wishes to contest the validity or imposition of fines is in the best interest of the Association and its Members.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors that the schedule of fines and procedures for imposition of fines as set out on Attachment "A" hereto is hereby adopted by the Board of Directors of the Association as a part of the Deer Crest, the Ridge at Deer Creek and the

Estates at Deer Creek Rules applicable to all Lot Owners within the Subdivisions. Written notice of the adoption of these rules shall be given to all Lot Owners within the subdivisions and these rules shall become effective five (5) days after the date on which said notice is sent by the Manager of the Association.

ADOPTED AND EFFECTIVE this 20 day of March, 2012.

BOARD OF DIRECTORS
HOMEOWNERS' ASSOCIATION OF DEER CREST, THE
RIDGE AT DEER CREEK AND THE ESTATES AT DEER
CREEK, INC.

David Schell

Arnold Reed

Kimberly Ardds

Attachment A

Attached to and a Part of A Resolution Adopted by
the Board of Directors of the Homeowners' Association for Deer Crest, the Ridge at Deer Creek
and the Estates at Deer Creek, Inc.

Schedule of Fines
for Violations of First Amendment and Restatement of the Deer Crest, the Ridge at Deer
Creek and the Estates at Deer Creek Master Declaration of Covenants, Conditions and
Restrictions

Fine for 1st violation of specified restriction	\$25.00 for each day of violation
Fine for 2nd violation of same restriction	\$100.00 for each day of violation
Fine for 3rd and subsequent violations	\$200.00 for each day of violation

Procedure for Imposition of Fines

- 1) The Association Manager shall give written notice of specific violation to Lot Owner. This notice shall identify the specific violation, note the necessary action to cure such violation and shall designate a date of no less than five or more than ten days from the date of the notice by which such violation shall be cured. No penalty shall be imposed if the violation is cured within the designated time period.
- 2) The notice shall also provide that failure to cure the violation within the time designated will result in the imposition of fines for each day that the violation continues beyond the date of cure set out in the letter. The amount of the daily fine will vary depending on whether the violation has occurred previously.
- 3) The notice shall also provide that the Lot Owner shall have the opportunity to contest the existence of a violation or the imposition of fines by providing to the Association Manager a written request for hearing before the Board of Directors. This request for hearing must be postmarked or delivered to the Association Manager within thirty (30) days of the date of the notice of violation. Failure to do so shall result in waiver of the right to contest the violation or the fine before the Board
- 4) The giving of the notice of violation and the procedure for the hearing before the Board shall be in substantial compliance

with the following provisions:

NOTICE AND HEARING PROCEDURE

A Notice of Violation and Opportunity for Hearing shall be given in substantially the following form:

Dear _____ :

You are alleged to be in violation of [e.g. Article 3.3 of the First Amendment and Restatement of the Deer Crest, the Ridge at Deer Creek and the Estates at Deer Creek Master Declaration of Covenants, Conditions and Restrictions [or other reference] in that you have done [or failed to do] the following. You have until [date is set out] to cure this violation. Your failure to do so on or before [the date set out] will result in the imposition of fines in the amount of \$_____ for each day in which the violation continues, and such other penalties as the Board may determine. No penalty will result if you cure the violation within the time required.

If you do not do so, the Board shall have the right to impose the above-referenced fines and/or any other penalty authorized by the Declaration or the Bylaws, and to proceed to enforce said penalty by all lawful means without further notice to you unless you exercise the right to a hearing before the Board of Directors as provided herein.

If you wish to contest the existence of this alleged violation or the imposition of any penalty for such violation, you have the right to a Hearing before the Board of Directors of the Association.

You may request this Hearing within thirty (30) days of your receipt of this Letter by mailing or hand-delivering a written request for hearing to the Board of Directors at the following address:

In the event of your failure to exercise your right to hearing, the Board may act to impose any authorized penalty and take any lawful action to enforce the Declaration without further notice to you. The lawful action may include referral of this matter to an attorney for further enforcement as allowed by law. In the event that the matter is referred to the attorney for further enforcement action, including the filing of litigation for enforcement of the provisions of the Declaration, you will be required to pay attorneys fees and any related

costs of Court. Please contact _____ at _____ if you have any questions concerning this matter.

You may, but need not, be represented by counsel at any or all stages of these proceedings. If you desire the names and addresses of witnesses or an opportunity to inspect any relevant writings or items on file in connection with this matter in the possession, custody or control of the Board of Directors, you may contact:

Notice of Hearing. If a hearing is requested by the Lot Owner, the Board shall schedule such a hearing at a reasonable place, date and hour and give notice of the hearing to all interested parties at least ten (10) days prior to the hearing. The notice to the Lot Owner shall be substantially in the following form, but may include other information:

You are hereby advised that a hearing will be held before the Board of Directors of the Association at _____ on the _____ day of _____, 200__, at _____ a.m./p.m. to hear the matter of the alleged violations set out in the letter to you dated _____. You may be present at the hearing, may but need not be represented by counsel, may present any relevant evidence, and will be given full opportunity to address the matter under consideration.

The hearing shall be held before the Board in executive session on the date specified in the notice of hearing delivered to the Lot Owner. If the Request for Hearing is not timely filed, the Lot Owner's right to a hearing shall be waived and the Board, in executive session, may proceed upon the complaint without a hearing and impose such fine or other penalty for said violation as may be deemed appropriate by the Board. Prior to the effectiveness of any penalty so adopted hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director or other person who mailed or delivered such notice. The notice requirement shall be considered satisfied if the Lot Owner appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

CERTIFICATION OF BOARD RESOLUTION

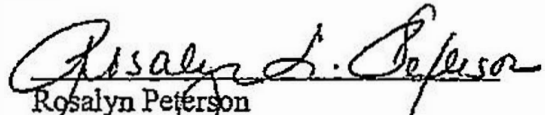
FOR

**HOMEOWNERS ASSOCIATION FOR DEER CREST, THE RIDGE AT DEER CREEK AND
THE ESTATES AT DEER CREEK INC.**

I, the undersigned, do hereby certify:

THAT I am Association Manager for HOMEOWNERS ASSOCIATION FOR DEER CREST, THE RIDGE AT DEER CREEK AND THE ESTATES AT DEER CREEK INC., a Texas non-profit corporation (the "Association") and, in such capacity, I have access to the records of the Association. The records reflect that the attached Resolution of the Board of Directors of the Association was duly adopted by the Board of Directors on the 20th day of March 2012.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 11th day of July, 2012.

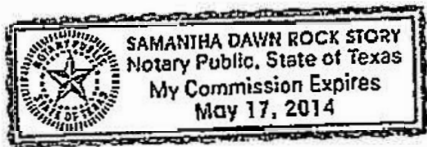

Rosalyn Peterson

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me on this the 11 day of July, 2012 by Rosalyn Peterson, Association Manager for HOMEOWNERS ASSOCIATION FOR DEER CREST, THE RIDGE AT DEER CREEK AND THE ESTATES AT DEER CREEK INC., a Texas non-profit corporation, on behalf of said corporation.




Samantha Dawn Rock Story
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

The Law Offices of Glenn K. Weichert, P.C.
3821 Juniper Trace, Suite 106
Austin, Texas 78738

BOARD MEETING NOTICE PROCEDURE POLICY

FOR

HOMEOWNERS ASSOCIATION FOR DEER CREST, THE RIDGE AT DEER CREEK AND THE
ESTATES OF DEER CREEK, INC.

Pursuant to the provisions of new Texas Property Code Section 209.005 (e), the Board of Directors of the Association adopts this Policy to be effective the 1st day of September 2011. This Policy shall be recorded in the Official Public Records of Guadalupe County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The purpose of this Policy is to establish the Association's procedures for providing notice to Members of the meetings of the Association's Board of Directors.

Notices of all meetings of the Association's Board of Directors, including a general agenda of items which may be addressed at the meeting, will be:

- 1) Mailed to each property owner not later than the 10th day or earlier than the 60th day before the date of the meeting; OR
- 2) Provided at least 72 hours before the start of the meeting by:
 - (A) (i) Posting the notice in a conspicuous manner reasonably designed to provide notice to property owners in a place on the Association's common property; or (ii) Posting the notice on an internet website maintained by the Association or other internet media; and
 - (B) Sending the notice by email to each owner who has registered an email address with the Association.

Members are advised that Texas Property Code Section 209.0051 (f) requires them to register their email address with the Association and to update it as may be required. Failure to do so may result in the Member not receiving an email notice of the Board meeting.

FLAG DISPLAY REVIEW AND APPROVAL POLICY

FOR

HOMEOWNERS ASSOCIATION FOR DEER CREST, THE RIDGE AT DEER CREEK AND THE
ESTATES OF DEER CREEK, INC.

Pursuant to the provisions of new Texas Property Code Section 209.011, the Board of Directors of the Association adopts this Policy to be effective the 20th day of June 2011. This Policy shall be recorded in the Official Public Records of Guadalupe County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation of certain "Flags" as defined herein, within Deer Crest, The Ridge at Deer Creek and the Estates of Deer Creek subdivisions and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "Flag" or "Flags" shall mean the following:

- (1) The flag of the United States of America;
- (2) The flag of the State of Texas;
- (3) An official or replica flag of any branch of the United States armed forces;
- (4) Any other flag specifically referenced and allowed in restrictive covenants applicable to the subdivision.

Any flag approved as provided by applicable law and this policy shall be displayed in accordance with the following requirements:

- (1) The flag of the United States shall be displayed in accordance with 4 U.S.C. Sections 5-10;
- (2) The flag of the State of Texas shall be displayed in accordance with Chapter 3100, Texas Government Code;
- (3) Any other flag allowed by restrictive covenants applicable to the subdivision shall be appropriately displayed in a manner similar to the United States and/or Texas flag;
- (4) A flag pole attached to a dwelling (which may not exceed six feet (6') in length) or any freestanding flagpole shall be constructed of durable, long-lasting materials, with a finish appropriate to the materials and harmonious with the dwelling. The Association may establish reasonable rules which provide that a specified finish or finishes of a specified type or color shall be deemed to be allowed in all circumstances;
- (5) The display of any allowed flag and the location and construction of the associated flagpole must comply with any applicable zoning ordinances, easements and setbacks of record;
- (6) All displayed flags and the flagpole on which they are flown must be maintained in good condition and repair;
- (7) There may be no more than one flagpole per property upon which one or more allowed flags may be displayed;
- (8) The individual flags may not exceed 3 by 5 feet in size;
- (9) The single allowed flagpole shall not exceed twenty feet in height (if a freestanding flagpole) or six feet in length if the flagpole is attached to a dwelling;

Applications for approval of the installation and display of all flags subject to this Policy shall be submitted to the Association's Architectural Control Committee (the "Committee") in the same manner as applications for approval of other Improvements within the subdivision.

An application which meets all of the requirements set out herein shall be deemed approved by the Committee thirty (30) days from the date the Owner's application is received by the Association, unless the Committee notifies the Owner in writing within the thirty-day period that additional information is required or that one or more standards have, in the opinion of the Committee, not been properly established in the application.

The Committee may deny an application for, or impose reasonable restrictions on, the installation and display of flags that do not meet one or more of the required standards. The Association's Architectural Control Committee (the "Committee") may impose reasonable additional restrictions on the placement or display of a flag in order to minimize any adverse impact on adjacent property owners, to abate noise caused by an external halyard and to regulate the size, location and intensity of any lights used to illuminate a displayed flag.

All Committee findings shall be in writing.

PRIORITY OF PAYMENTS POLICY

FOR

HOMEOWNERS ASSOCIATION FOR DEER CREST, THE RIDGE AT DEER CREEK AND THE
ESTATES OF DEER CREEK, INC.

Pursuant to the provisions of new Texas Property Code Section 209.0063, the Board of Directors of the Association adopts this Policy to be effective the 1st day of January 2012. This Policy shall be recorded in the Official Public Records of Guadalupe County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The purpose of this Policy is to establish the Association's procedures for applying payments received by the Association from an owner in full or partial satisfaction of the owner's debt to the Association.

All such payments shall be applied to the owner's debt with the following priority:

- (i) Any delinquent assessment;
- (ii) Any current assessment;
- (iii) Any attorney's fees or third party collection costs incurred by the association in connection with assessments or any other charge that could provide the basis for foreclosure of the association's lien against the owner's property;
- (iv) Any attorneys fees that are not incurred in connection with paragraph (iii) above;
- (v) Any fines assessed by the Association; and
- (vi) Any other amount owed to the association.

If at the time that a payment is received by the Association the owner is in default of a payment plan with the association, the association is not required to apply the payment in accordance with the priority set out above, except that, in applying the payment, a fine assessed by the association may not be given priority over any other amount owed to the association.

RECORD PRODUCTION AND COPYING POLICY

FOR

HOMESOWNERS ASSOCIATION FOR DEER CREST, THE RIDGE AT DEER CREEK AND THE
ESTATES OF DEER CREEK, INC.

Pursuant to the provisions of Texas Property Code Section 209.005, the Board of Directors of the Association duly adopts this Record Production and Copying Policy to be effective the 1st day of January 2012. This Policy shall be recorded in the Official Public Records of Guadalupe County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

Requests for Production of or Access to Books and Records

Books and Records of the Association shall be made available to the extent and in the manner provided by Texas Property Code Section 209.005. Certain Books and Records of the Association shall be confidential and are not subject to disclosure or production as provided by Texas Property Code Section 209.005 (k).

The Association shall make the books and records of the Association reasonably available for inspection ~~and~~ by an owner or (2) a person designated by the owner as the owner's agent, attorney or certified public accountant.

The books and records of the Association do not include an attorney's files related to the property owner's representation except in the limited manner provided by Texas Property Code Section 209.005 (d).

An owner or owner's agent must submit a written request for access or information by certified mail to the Association at the mailing address of the Association or authorized representative found in the most current management certificate filed in the Official Public Records of the County. The written request must identify with sufficient detail the association books and records requested and the requestor must elect to either (1) inspect the books and records before obtaining copies or (2) have the association forward copies of the requested books and records.

The Association shall allow access to or provide copies of its books and records required by law to the extent that the requested books and records are in the possession, custody or control of the Association.

If access to the records is requested, the Association shall reply to the requestor within ten business days from the date that the written request is received by the Association. In its reply the Association shall give the requestor dates during normal business hours when the records may be reviewed.

If copies of identified books and records are requested, the Association shall produce the requested books and records within ten business days of the Association's receipt of the written request unless, on or before the tenth business day, the Association informs the requestor that the Association is unable to provide the requested books and records before the deadline and informs the requestor of a date when the books and records will be sent or made available for inspection. The date shall not be more than fifteen business days after the date that the notice to the requestor is sent.

All inspections shall take place at a mutually agreed upon time during normal business hours.

The Association may produce records in hard copy, electronic or other format reasonably available to the Association.

Costs for Production of Records

(a) Copy charge.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- (A) Diskette--\$1.00;
- (B) Magnetic tape--actual cost
- (C) Data cartridge--actual cost;
- (D) Tape cartridge--actual cost;
- (E) Rewritable CD (CD-RW)--\$1.00;
- (F) Non-rewritable CD (CD-R)--\$1.00;
- (G) Digital video disc (DVD)--\$3.00;
- (H) JAZ drive--actual cost;
- (I) Other electronic media--actual cost;
- (J) VHS video cassette--\$2.50;
- (K) Audio cassette--\$1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

(b) Labor charge for locating, compiling, manipulating data, and reproducing information.

(1) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other;

or

(B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(4) When confidential information is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the non-confidential information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other;

or

(B) A remote storage facility.

(5) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(c) Overhead charge.

(1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge.

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20 = \$3.00.

(d) Remote document retrieval charge.

(1) To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(e) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(f) Postal and shipping charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(g) Miscellaneous charges: The Association that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

(h) The Association shall have the right to require advance payment of the estimated costs of compilation, production and reproduction of the requested information. If the estimated costs are greater or lesser than the actual costs the Association shall submit a final invoice to the requestor within 30 business days of the date that the information is delivered. If the estimated costs exceed the actual costs the Association shall refund the excess funds to the requestor not later than 30 business days after the final invoice is sent to the owner. If the actual costs exceed the estimated costs, the requestor shall pay the amount due to the Association before the 30th business day from the date that the invoice is sent to the requestor/owner. If not timely paid, the charges may be added to the owner's account as an assessment.

RELIGIOUS ITEM DISPLAY REVIEW AND APPROVAL POLICY

FOR

HOMEOWNERS ASSOCIATION FOR DEER CREST, THE RIDGE AT DEER CREEK AND THE
ESTATES OF DEER CREEK, INC.

Pursuant to the provisions of new Texas Property Code Section 202.018, the Board of Directors of the Association adopts this Policy to be effective the 20th day of June 2011. This Policy shall be recorded in the Official Public Records of Guadalupe County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation and display of one or more "Religious Items" ("Item") on the entry to the owner's or resident's dwelling within Deer Crest, The Ridge at Deer Creek and the Estates of Deer Creek subdivisions and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "Religious Item" shall mean an item, on the entry to the owner's or resident's dwelling, *the display of which is motivated by the owner's or resident's sincere religious belief.*

Applications for installation of any Religious Item shall be submitted to the Association's Architectural Control Committee (the "Committee") in the same manner as applications for approval of any other Improvement.

In considering applications for the installation and display of such items, the members of the Association's Architectural Control Committee (the "Committee") shall reasonably accept that all such applications are motivated by the sincere religious belief of the applicant.

The Committee may deny an application for approval which:

- (1) Threatens the public health or safety; or
- (2) Violates a law; or
- (3) Contains language, graphics, or any display that is patently offensive to a passerby of reasonable sensitivities; or
- (4) Is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
- (5) Individually or in combination with other religious items displayed or to be displayed on the entry door or door frame has a total size of greater than 25 square inches

An application for display of a Religious Item shall be deemed approved by the Committee thirty (30) days from the date of the Committee's receipt of the Owner's application unless the Committee notifies the Owner in writing within the thirty day period that additional information is required or that one or more standards have, in the opinion of the Committee, not been established.

The Committee may deny an application for, or impose reasonable restrictions on, the installation of Religious Items that do not meet one or more of the required standards. All committee findings shall be in writing.

SOLAR ENERGY DEVICE REVIEW AND APPROVAL POLICY

FOR

HOMEOWNERS ASSOCIATION FOR DEER CREST, THE RIDGE AT DEER CREEK AND THE ESTATES OF DEER CREEK, INC.

Pursuant to the provisions of new Texas Property Code Section 202.010, the Board of Directors of the Association adopts this Policy to be effective the 20th day of June 2011. This Policy shall be recorded in the Official Public Records of Guadalupe County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation of a "Solar Energy Device" ("SED") within Deer Crest, The Ridge at Deer Creek and the Estates of Deer Creek subdivisions and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "Solar Energy Device" shall mean a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

Applications for installation of any Solar Energy Device shall be submitted to the Association's Architectural Control Committee (the "Committee") in the same manner as applications for approval of any other Improvement.

An application which meets all of the requirements set out below shall be deemed approved by the Committee thirty (30) days from the date the Owner's application is received by the Association, unless the Committee notifies the Owner in writing within the thirty-day period that additional information is required or that one or more standards have, in the opinion of the Committee, not been properly established in the application.

If installed on the roof of the Owner's home, the SED, as installed is (1) located on the roof of the Owner's home, (2) the SED does not extend higher than or beyond the roofline, (3) the SED conforms to the slope of the roof, (4) the SED has a top edge that is parallel to the roofline, and (5) the SED has a frame, support bracket or visible wiring or piping that is in a silver, bronze or black tone commonly available in the marketplace

If installed in a fenced yard or patio owned and maintained by the Owner, the SED as installed may not exceed the height of a fence which meets applicable height requirements in the governing documents of the Association or restrictive covenants applicable to the subdivision.

The Committee may deny an application for, or impose reasonable restrictions on, the installation of an SED that:

- (1) As adjudicated by a Court, threatens the public health or safety or violates a law;
- (2) Is located on property owned or maintained by the Association;
- (3) Is located on property owned in common by the members of the Association;
- (4) Is located in an area on the Owner's property other than the roof of the home or in a fenced yard or patio owned and maintained by the Owner;
- (5) Does not meet all requirements for installation of the SED on a roof or in a fenced yard or patio owned and maintained by the Owner as set out above;
- (6) Was installed without prior approval of the ACC;
- (7) The ACC finds that placement of the SED as proposed will substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The finding may not be made if the written approval of the proposed placement of the device by all property owners of adjoining property is provided by the Owner/applicant.

ELECTIONS POLICY AND PROCEDURES

FOR

HOMEOWNERS ASSOCIATION FOR DEER CREST, THE RIDGE AT DEER CREEK AND THE ESTATES OF DEER CREEK, INC.

Pursuant to the provisions of amendments to the Texas Property Code, the Board of Directors of the Association adopts this Policy to be effective the 1st day of September 2011. This Policy shall be recorded in the Official Public Records of Guadalupe County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The Legislature has amended the requirements for the holding of elections by Property Owners Associations and the procedures for voting on issues presented to the members of such Associations. The purpose of this policy is to clarify the requirements for such election and voting. In the event of conflict between this Policy and applicable law, it is the intent of the Association that applicable law shall control.

Qualifications of Board Members

Any member of the Association may run for a place on the Board of Directors or serve as Director *except a person who has been convicted of a felony or crime involving moral turpitude who shall be permanently ineligible to serve as a Director. Evidence of such a conviction must be established by written, documented evidence from records maintained by a governmental law enforcement authority.*

The fact that a person is delinquent in the payment of monies owed to the Association or is currently in violation of a restrictive covenant applicable to members of the Association *shall not be a bar to running for or service on the Board of Directors of the Association.*

Voting Procedures

The fact that any Member of the Association is delinquent in the payment of monies owed to the Association or is currently in violation of a restrictive covenant applicable to members of the Association *shall not disqualify the Member from voting on any matter submitted to the Members of the Association*

Voting rights of a Member of the Association may be exercised in the following ways:

- (1) In person or by proxy at a meeting of the POA;
- (2) By absentee ballot in the manner provided by applicable law. The Association shall provide an absentee ballot which contains each proposed action and provides for a vote for or against each proposed action. The casting of an absentee ballot may be limited because if there are amendments to a proposed ballot item the absentee ballot will not be counted on the final vote on the measure;
- (3) By "electronic ballot". The casting of an electronic ballot may be limited because if there are amendments to a proposed ballot item the electronic ballot will not be counted on the final vote on the measure. An electronic ballot means a ballot given by email, facsimile or posting on an internet website established for that purpose *when the identity of the owner casting the*

ballot can be confirmed and the owner can receive a receipt of the electronic transmission and receipt of the owner's ballot. The Association shall send a notice of the posting of an electronic ballot to each Owner containing instructions on the procedure for obtaining access to the ballot.

Ballots must be written and signed by the Member voting. Electronic ballots shall be deemed written and signed.

Written and signed ballots are not required for uncontested races.

Declaration Amendments

Amendments to the Declaration shall be approved by the lower of (1) a vote of 67 percent of the total votes allocated to property owners in the Association or (2) by vote of the percentage approval required by the Declaration.

PAYMENT PLAN GUIDELINE POLICY

FOR

HOMEOWNERS ASSOCIATION FOR DEER CREST, THE RIDGE AT DEER CREEK AND THE
ESTATES OF DEER CREEK, INC.

Pursuant to the provisions of new Texas Property Code Section 209.0062, the Board of Directors of the Association adopts this Policy to be effective the 1st day of January 2012. This Policy shall be recorded in the Official Public Records of Guadalupe County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

In order to properly provide for the timely and efficient collection of Assessments levied by the Association, the Board shall levy regular and/or special assessments in the manner required by the Association's governing documents, including its Articles of Incorporation/Certificate of Formation and Bylaws, and the restrictive covenants applicable to Deer Crest, The Ridge at Deer Creek and the Estates of Deer Creek subdivisions, all of which are duly recorded in the Official Public Records of Guadalupe County, Texas.

The Board shall establish a due date for the payment of all assessments levied by the Association.

The Association shall send written notice of the amount of the Assessment and the due date for payment of the Assessment to all persons responsible for payment of the same in accordance with the provisions of the Declaration of Covenants, Conditions and Restrictions for the subdivision..

Payment Plans

The notice of assessment shall include information on the availability of Payment Plans as an alternative method of payment for the Assessments.

The Payment Plans shall include the following elements:

The minimum term of a payment plan is three months.

The maximum term of a payment plan shall be 18 months from the date of the owner's request for a payment plan.

All payment plans must be in writing, signed by one or more owners of the property subject to the assessments, be approved and signed by an officer or agent of the Association and shall provide that the owner pay all future assessments when due in addition to meeting the terms of the payment plan.

No monetary penalties shall accrue on balances while a payment plan is in good standing, but reasonable costs for administering the plan and interest on the account shall continue to accrue.

Any qualified owner who owes a delinquent balance of \$300.00 or less shall be allowed to pay that balance in three equal consecutive monthly installments without the need for Board approval. The first payment shall be due within thirty (30) days of the owner's request for a payment plan.

Any qualified owner who owes a delinquent balance of \$300.00 or more shall be allowed to pay that balance in five equal consecutive monthly installments without the need for Board approval. The first payment shall be due within thirty (30) days of the owner's request for a payment plan.

Any qualified owner who wishes payment plan terms other than those set out above shall submit a request for such a plan with information supporting the need for alternate plan and the Board may deny or approve such a plan in the board's discretion.

The Association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan within two years of the owner's original payment plan default.

The Board may, in its sole discretion, enter into a payment plan with an owner who has previously defaulted.

RAINWATER COLLECTION SYSTEM REVIEW AND APPROVAL POLICY

FOR

HOMEOWNERS ASSOCIATION FOR DEER CREST, THE RIDGE AT DEER CREEK AND THE
ESTATES OF DEER CREEK, INC.

Pursuant to the provisions of amended Texas Property Code Section 202.007, the Board of Directors of the Association adopts this Policy to be effective the 1st day of September 2011. This Policy shall be recorded in the Official Public Records of Guadalupe County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation of a "Rainwater Collection System" ("System") within Deer Crest, The Ridge at Deer Creek and the Estates of Deer Creek subdivisions and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "Rainwater Collection System" shall mean a system or series of mechanisms designed primarily to collect rainwater for subsequent use by the Owner on the Owner's property.

Applications for installation of any Rainwater Collection System shall be submitted to the Association's Architectural Control Committee (the "Committee") in the same manner as applications for approval of any other Improvement.

The System shall be reviewed by the Committee within thirty (30) days from the date of the Committee's receipt of the Owner's application unless the ACC notifies the Owner in writing within the thirty day period that additional information is required or that one or more standards have, in the opinion of the Committee, not been established.

The Committee may deny an application for, or impose reasonable restrictions on, the installation of a System that does not meet one or more of the required standards established by the Association. All committee findings shall be in writing.

An Owner shall be entitled to submit an application to the Association seeking approval for the installation of a rain barrel or rainwater harvesting system.

Any such system shall:

- (1) be of a color consistent, in the reasonable opinion of the ACC, with the color scheme of the property owner's home;
- (2) not display any language or other content that is not typically displayed on such barrel or system as it is manufactured;
- (3) shall not be located on property owned by the Association or on property owned in common by the members of the Association or located between the front of the property owners' home and an adjoining or adjacent street;

- (4) to the greatest extent reasonably possible, be located and/or shielded so as to minimize the visual impact of the installation on adjacent properties, lots and common areas;
- (5) shall be constructed of a non-reflective material; and
- (6) shall not exceed eight feet in height.

The Committee may deny an application for, or impose reasonable restrictions on, the installation of a system which does not meet one or more of the foregoing standards.

RECORDS RETENTION POLICY

FOR

HOMEOWNERS ASSOCIATION FOR DEER CREST, THE RIDGE AT DEER CREEK AND THE
ESTATES OF DEER CREEK, INC.

Pursuant to the provisions of Texas Property Code Section 209.005(m), the Board of Directors of the Association duly adopts this Record Retention Policy to be effective the 1st day of January 2012. This Policy shall be recorded in the Official Public Records of Guadalupe County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

- (1) Certificates of Formation/Articles of Incorporation, bylaws, restrictive covenants and all amendments to any of the same shall be retained permanently;
- (2) Financial books and records of the Association shall be retained for five years;
- (3) Account records of current owners shall be retained for five years;
- (4) Contracts to which the Association is a party shall be retained for four years after the expiration of the contract term;
- (5) Minutes of meetings of owners and the Board of Directors of the Association shall be retained for seven years;
- (6) Tax returns and audit records shall be retained for seven years;

ROOFING MATERIALS REVIEW AND APPROVAL POLICY

FOR

HOMEOWNERS ASSOCIATION FOR DEER CREST, THE RIDGE AT DEER CREEK AND THE
ESTATES OF DEER CREEK, INC.

Pursuant to the provisions of new Texas Property Code Section 202.011, the Board of Directors of the Association adopts this Policy to be effective the 20th day of June 2011. This Policy shall be recorded in the Official Public Records of Guadalupe County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation of certain Roofing Materials, as defined herein, within Deer Crest, The Ridge at Deer Creek and the Estates of Deer Creek subdivisions and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "roofing materials" shall mean shingles proposed to be installed on the roof of the Owner's home or authorized outbuilding located on the Owner's property within the subdivision, when the shingles meet the following standards:

- (1) They are designed primarily to:
 - (A) be wind and hail resistant;
 - (B) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
 - (C) provide solar generation capabilities; and
- (2) when installed:
 - (A) resemble the shingles used or otherwise authorized for use on property within the subdivision;
 - (B) are more durable than and are of equal or superior quality to the shingles provided in Paragraph (A); and
 - (C) match the aesthetics of the property surrounding the owner's property.

Applications for installation of such Roofing Materials shall be submitted to the Association's Architectural Control Committee (the "Committee") in the same manner as applications for approval of any other Improvement. The Committee may require that the Owner/applicant provide supporting documentation from the manufacturer of the shingle which establishes that the proposed installation meets the above described standards.

An application which meets all of the following conditions shall be deemed approved by the Committee thirty (30) days from the date of the Committee's receipt of the Owner's application unless the ACC notifies the Owner in writing within the thirty day period that additional information is required or that one or more standards have, in the opinion of the Committee, not been established.

The Committee may deny an application for, or impose reasonable restrictions on, the installation of roofing materials that do not meet one or more of the required standards. All committee findings shall be in writing.

Certification

I, the undersigned, do hereby certify:

THAT I am the duly authorized Secretary of Homeowners Association for Deer Crest, The Ridge at Deer Creek and the Estates of Deer Creek, Inc., a Texas non-profit corporation (the "Association") and, in such capacity, I have access to the records of the Association. The records reflect that the following Policies of the Association

Priority of Payments Policy
 Board Meeting Notice Procedure Policy
 Elections Policy and Procedures
 Flag Display Review and Approval Policy
 Payment Plan Guideline Policy
 Rainwater Collection System Review and Approval Policy
 Record Production and Copying Policy
 Records Retention Policy
 Religious Item Display Review and Approval Policy
 Roofing Material Review and Approval Policy
 Solar Energy Device Review and Approval Policy

attached hereto and incorporated herein for all relevant purposes were duly adopted by the Board of Directors of the Association in the manner required by the governing documents of the Association on the 30th day of December, 2011 to be effective as of the date set forth on each Policy.

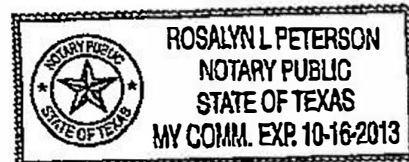
IN WITNESS WHEREOF, I have hereunto subscribed my name this 30th day of December, 2011.
Linda Dadds
Linda Dadds, Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
 COUNTY OF GUADALUPE)

This instrument was acknowledged before me on this the 30th day December 2011 by Linda Dadds, Secretary of Homeowners Association for Deer Crest, The Ridge at Deer Creek and the Estates of Deer Creek, Inc., a Texas non-profit corporation, on behalf of said corporation.

Rosalyn L. Peterson
 Notary Public, State of Texas



EW- AFTER RECORDING, RETURN TO:
 → The Law Offices of Glenn K. Weichert, P.C.
 3821 Juniper Trace, Suite 106
 Austin, Texas 78738

Certification

I, the undersigned, do hereby certify:

THAT I am the duly authorized Secretary of Homeowners Association for Deer Crest, The Ridge at Deer Creek and the Estates of Deer Creek, Inc., a Texas non-profit corporation (the "Association") and, in such capacity, I have access to the records of the Association. The records reflect that the following documents

Certificate of Formation of Homeowners Association for Deer Crest, The Ridge at Deer Creek and the Estates of Deer Creek, Inc.

Bylaws of Homeowners Association for Deer Crest, The Ridge at Deer Creek and the Estates of Deer Creek, Inc.

Pool Rules of Homeowners Association for Deer Crest, The Ridge at Deer Creek and the Estates of Deer Creek, Inc.

attached hereto and incorporated herein for all relevant purposes are true and correct copies of the referenced documents of the Association as found in the records of the Association.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 30th day of December, 2011. Linda Edds, Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS)

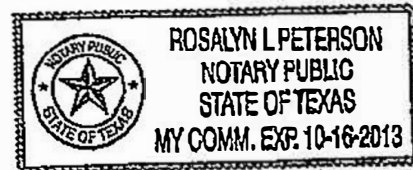
COUNTY OF GUADALUPE)

This instrument was acknowledged before me on this the 30th day December 2011 by Linda Edds, Secretary of Homeowners Association for Deer Crest, The Ridge at Deer Creek and the Estates of Deer Creek, Inc., a Texas non-profit corporation, on behalf of said corporation.

Rosalyn Peterson
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

The Law Offices of Glenn K. Weichert, P.C.
3821 Juniper Trace, Suite 106
Austin, Texas 78738



FILED FOR RECORD

12 FEB 15 PM 3:52

TERESA KIEL
COUNTY CLERK GUADALUPE COUNTY

Teresa Kiel

STATE OF TEXAS
COUNTY OF GUADALUPE
I certify this instrument was FILED on the
date and at the time stamped thereon and
was duly recorded in the Official Public
Records of Guadalupe County, Texas.



Teresa Kiel
TERESA KIEL
Guadalupe County Clerk

14-013333

VOL 4256 PG 0309

CERTIFICATION OF BOARD RESOLUTION

FOR

HOMEOWNERS ASSOCIATION FOR DEER CREST, THE RIDGE AT DEER CREEK AND
THE ESTATES AT DEER CREEK INC.

I, the undersigned, do hereby certify:

THAT I am the duly elected and authorized Secretary for HOMEOWNERS ASSOCIATION
FOR DEER CREST, THE RIDGE AT DEER CREEK AND THE ESTATES AT DEER CREEK
INC., a Texas non-profit corporation (the "Association") and, in such capacity, I have access to the
records of the Association. The records reflect that the attached Resolution of the Board of Directors of
the Association was duly adopted by the Board of Directors on the 24th day of
March 2014.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 24th day
of March, 2014.

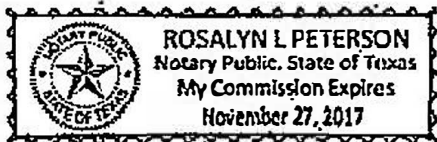
Linda Dodds

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me on this the 24th day of March,
2014 by Linda Dodds, Secretary for HOMEOWNERS ASSOCIATION FOR DEER
CREST, THE RIDGE AT DEER CREEK AND THE ESTATES AT DEER CREEK INC., a Texas
non-profit corporation, on behalf of said corporation.



Rosalyn Peterson
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

The Law Offices of Glenn K. Weichert, P.C. ^{Law Firm}
3821 Juniper Trace, Suite 106
Austin, Texas 78738

ENV

RESOLUTION

**HOMEOWNERS ASSOCIATION FOR DEER CREST, THE RIDGE AT DEER CREEK,
THE ESTATES OF DEER CREEK, INC.**

COLLECTION POLICY FOR DELINQUENT ACCOUNTS

REFERRED TO THE ASSOCIATION ATTORNEY

WHEREAS, the Board of Directors (the "Board") of (the "Association") is charged with the responsibility of collecting assessments for common expenses from Owners pursuant to the Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, from time to time Owners become delinquent in payment of these assessments and fail to respond to notices and demands from the Board to bring their accounts current; and

WHEREAS, the Board deems it to be in the best interest of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interest of the Association to refer these accounts promptly to an attorney for collection in an effort to minimize the Association's loss of assessment revenue per the Collection Policy attached hereto as Exhibit A; and

WHEREAS, the Board has retained The Weichert Law Firm (the "Association Attorney") due to its experience in representing condominium and homeowners' associations in collections and other matters; and

WHEREAS, the Board has directed the Association Attorney to represent the Association under the terms outlined in this Resolution;

NOW, THEREFORE, BE IT RESOLVED that the Association Attorney shall pursue all collection and other matters which the Board, acting through the manager of the Association ("Association Manager"), may from time to time refer, and provide any advice and counsel which the Board may from time to time require;

BE IT FURTHER RESOLVED that the Association Manager, acting on behalf of the Association, shall promptly upon receipt of invoice, pay the Association Attorney the usual and customary charges for time incurred in connection with its representation of the Association, together with all costs incurred including, but not limited to, fees and charges for filing, service of process, messenger service, photocopies, postage, long distance calls, investigative services, credit reports, and title reports; and

BE IT FURTHER RESOLVED that pursuant to the Declaration of Covenants, Conditions and Restrictions, there is hereby levied against any assessment account which is not paid in full as of thirty (30) days after the applicable due date, a late fee of \$25.00 per billing

period, which the Association is authorized and directed to charge to and collect from any delinquent Owner; and

BE IT FURTHER RESOLVED that the Association Manager is directed to send to any Owner more than thirty (30) days' delinquent in the payment of regular or special assessments (or other charges authorized by the Declaration) a written notice (hereinafter referred to as the "Late Reminder Notice") of the amount due, including late fees, along with a request for immediate payment; and

BE IT FURTHER RESOLVED that the Association Manager is directed to refer to the Association Attorney for collection any account which remains delinquent more than thirty (30) days after the Late Reminder Notice; and

BE IT FURTHER RESOLVED that the Association Manager is directed to consult with the Association Attorney and immediately turn over for collection any Owner's account wherein Owner files or is the subject of a petition for relief in bankruptcy, or wherein a lender has commenced any action for foreclosure of its lien against the lot; and

BE IT FURTHER RESOLVED that the following policies shall apply to all delinquent accounts turned over to the Association Attorney for collection:

1. All contacts with a delinquent Owner shall be handled through the Association Attorney. Neither the Association Manager nor any Association officer or director shall discuss the collection of the delinquent account directly unless an Association Attorney is present or has consented to such contact.
2. All sums collected on a delinquent account shall be remitted to the Association until the account has been brought current.
3. The Association Attorney's legal fees shall be assessed against each delinquent lot and its Owner (including repeat offenders). All fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent lot and Owner, and shall be collectable as an Assessment and personal obligation of the Owner, as provided in the Declaration of Covenants, Conditions and Restrictions.
4. The Association Attorney shall give notice (as allowed in the Declaration of Covenants, Conditions and Restrictions) to the delinquent Owner that, if the delinquent account is not brought current within the time specified, or satisfactory payment arrangements made, additional legal action, which can include court action or foreclosure proceedings, will be instituted.
5. To the extent that the Association Attorney, in its discretion, considers it appropriate, the Association Attorney is authorized to enter into an installment payment plan, secured by an Agreed Payment Plan, provided, however, that any payment plan which provides for monthly payments of the current delinquent

amount for a duration in excess of twelve (12) months shall require the approval of the Association president.

6. If, at the expiration of the period specified in the Association Attorney's collection letters and after a lien has been recorded against the property, an account remains delinquent and without a payment plan embodied in a signed Agreed Payment Letter evidencing the terms of payment (or in the event of a default under the terms of the agreement), the Association Attorney is authorized to take such further action as it believes to be in the best interest of the Association, including, but not limited to:

a. Filing suit against the delinquent Owner for money due pursuant to the Declaration of Covenants, Conditions and Restrictions; and

b. Instituting foreclosure of the Association's lien, pursuant to the Declaration of Covenants, Conditions and Restrictions.

Exhibit "A"

**HOMEOWNERS ASSOCIATION FOR DEER CREST, THE RIDGE AT DEER CREEK,
THE ESTATES OF DEER CREEK, INC.****COLLECTION POLICY FOR DELINQUENT ACCOUNTS**

A. **INTRODUCTION:** The Board of Directors (the "Board") of the Homeowners Association for Deer Crest, The Ridge at Deer Creek, The Estates of Deer Creek, Inc., a Texas non-profit corporation (the "Association") is charged with approving a budget for the upcoming fiscal year and collecting uniform assessments necessary to pay budgeted expenses from Owners of lots/units ("Owner" or "Owners") within the Community pursuant to the Protective Covenants/Declaration of Covenants, Conditions and Restrictions recorded in the Official Public Records/Real Property Records of the appropriate county in Texas (the "Protective Covenants/Declaration"). The Board has developed the following policy for the billing and collection of the assessments. Note that the schedule of events set out below may be modified at any time by direction of the Board of Directors.

B. **COLLECTIONS:**

- (a) **Assessment Due Date:** All annual assessments shall be due and payable quarterly on the 1st day of January, April, July and October (the "Due Date"). Non-receipt of an invoice shall in no way relieve the Owner of the obligation to pay the amount due by the Due Date. It is the responsibility of the Owner to insure and verify that payments are timely received by the Association, and the Association shall not be responsible for delay by mail or any other form of delivery. All documents, correspondence, and notices relating to the charges shall be mailed to the Owner at the address which appears on the books of the Association or to another address as designated in writing by an Owner. A personal check from an Owner reflecting an address for the Owner which is different than the Owner's address as shown in the records of the Association is not sufficient notice of a change of address for the Association to change its records regarding such Owner's address.
- (b) **Remedies for Non-Payment:** If payment of the total assessment due and owing is not received by the managing agent for the Association on or before the Due Date, the account shall be deemed delinquent. Delinquent Assessments shall be charged interest, late fees, costs of collection, including reasonable attorneys' fees and costs of court, all as may be provided in the Declaration. In the event of a conflict between the Declaration and this Collection Policy, the Declaration shall control.
 - 1) **At Least Thirty (30) Days Delinquent:** The management company of the Association (the "Management Company") shall send a written notice (the "Late Reminder Notice") by regular first class mail to the Owner stating

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that the assessments are delinquent, interest is accruing beginning on the Due Date, and requiring immediate payment of the delinquent assessments, accrued interest and late fee.

- 2) At Least Sixty (60) Days Delinquent: If an Owner shall fail to pay the full amount due as specified in the Late Reminder Notice, the Management Company shall then forward the delinquent account to the Association Attorney to send a Demand for Unpaid Assessment Lien letter by certified mail, return receipt requested (or any other type of certified delivery) and by regular first class mail to the Owner, stating that the assessments remain delinquent, interest continues to accrue, and requiring immediate payment of the delinquent assessments, accrued interest, late fee, and attorney fees in the amount specified by the Attorney and agreed upon by the Board of Directors in the attached Letter Agreement for Legal Services.
- 3) At Least One Hundred Twenty (120) Days Delinquent: The Association Attorney shall send a foreclosure notice letter to the Owner by certified mail, return receipt requested (or any other type of certified delivery) and by regular first class mail stating that the assessments remain delinquent, interest continues to accrue, and requiring immediate payment of the delinquent assessments, accrued interest, late fee, and Association Attorney fees in the amount specified by the Association Attorney and agreed upon by the Board of Directors in the attached Letter Agreement for Legal Services.
- 4) At Least One Hundred Sixty (160) Days Delinquent: The Board authorizes the Association Attorney may file a lawsuit for Judicial Foreclosure of the Lien and a money judgment against the Owner for past due assessments, late fees, interest, attorneys' fees and other costs of collections.

- C. ENFORCEMENT-COSTS: All costs incurred by the Association shall be deemed an additional assessment against the Owner.
- D. DISCRETIONARY AUTHORITY: The Board may, but is not obligated to, grant a waiver of any provision herein upon petition in writing by an Owner demonstrating a personal hardship, and in such case also establishing a written, Board approved, extended payment plan to bring the Owner's account current. Such relief granted to an Owner shall be appropriately documented in writing. In addition, the Board is hereby authorized to extend the time for filing of the lawsuits, or to otherwise modify the procedures and time frames contained herein, as the Board shall determine appropriate under the circumstances.
- E. PARTIAL, PAYMENTS AND APPLICATION OF FUNDS: Once an account has been turned over to the Association Attorney, all sums collected on a delinquent account

shall be remitted to the Association in care of the Association's Attorney until the account has been brought current. Additionally, once an account is turned over to the Association Attorney, all future communications and correspondences by the delinquent Owner must be directed to the Association Attorney, not to the Association or its management company. Partial payments shall not prevent the accrual of any interest which may be due on the unpaid portion of any assessment. The Owner shall still be considered delinquent upon making partial payments. Payments received from an Owner shall be credited in the order of the following unpaid categories: attorneys' fees, Second Reminder Letter fees, late fees, interest, expenses and assessments. The payment shall be applied to the oldest amount due in each of the aforesaid categories until charges in that category are paid in full.

- F. **RETURNED CHECKS:** An Owner shall be charged a fee of \$15.00 for any check returned unpaid by the bank. A notice of returned check shall be sent to the Owner by the Association's management company. If two (2) or more of an Owner's checks are returned unpaid by the bank within any (fiscal) year, the Board may require that all of the Owner's future payments, for a period of one (1) year, be made by certified check or money order.
- G. **NOTIFICATION OF OWNER'S REPRESENTATIVE:** If the Association has been given notice by the owner of the property of an agent or representative handling interest in an owner's property, it is deemed that any and all notices or communications from the Association, pursuant to this Collection Policy, are full and effective for all purposes if such notices or communications are given to such agent or representative by the Association or the Management Company or the Association Attorney.

FILED FOR RECORD

14 AUG -1 PM 3:46

TERESA KIEL
COUNTY CLERK GUADALUPE COUNTYBY Monica White

STATE OF TEXAS
COUNTY OF GUADALUPE
I certify this instrument was FILED on the
14th day of August 2014 at the time stamped thereon and
was duly recorded in the Official Public
Records of Guadalupe County, Texas



Teresa Kiel
TERESA KIEL
Guadalupe County Clerk

