

LAS COLINAS RANCH PROPERTY OWNERS ASSOCIATION

COLLECTIONS AND ALTERNATIVE PAYMENT POLICY

WHEREAS, pursuant to section 209.0062 of the Texas Property Code, the Board of Directors of Las Colinas Ranch Property Owners Association (the "Association") is required to adopt a collections and alternative payment policy that describes the procedures the Association will use to collect payment due to the Association.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the collection of payments due the Association, and the same are to be known as the "Collections and Alternative Payment Policy" of the Association (hereinafter the "Policy").

1. Collections

- a) **Payment Schedule.** The annual assessments levied by the Association are due and payable in January of each year and are delinquent if not paid by the twenty-first of February. Special assessments are due on the date established by the Board of Directors.
- b) **Returned Check Charge.** A charge of \$35.00 will be assessed to reimburse the Association for its costs incurred due to checks returned unpaid.
- c) **Late Charges and Collection Expenses.** Any assessment not paid by the twenty-first of February shall result in a late fee of \$15.00. In addition, costs of collection shall be added to delinquent accounts.
- d) **Partial Payment.** Partial payments will generally not be accepted except for those made pursuant to approved written payment plans (the plans for which are established more fully below). The acceptance of a partial payment on an Owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due.
- e) **Order of Crediting Payments.** All payments received shall be applied in the following categorical order of priority to the oldest amount due:
 - 1) Recurring Assessments and Special assessments
 - 2) Attorney's fees incurred for collection of assessments.
 - 3) Other attorney's fees;
 - 4) Any other amounts owed to the Association.
- f) **Process for Delinquency Notification.** For balances that are past due, the following notification process may be taken by the Association to collect accounts:
 - 1) **Statements.** Statements shall be mailed to Owners at their last known address at least fourteen days prior to the due date of any assessment.
 - 2) **First Delinquency Notification.** For balances that are past due, the following notification process may be taken by the Association to collect delinquent accounts:

- 3) Final Notice. A thirty-day demand for payment will include details of all amounts past due and request for payment to be sent by First Class Mail and Certified Mail, Return Receipt Requested to an Owner whose balance is ninety days past due. The notice shall specify each delinquent amount and the total amount of payment required to make the account current, and describe the options the Owner has to avoid having the account turned over to an attorney, including information regarding the availability of a payment plan(as set forth more fully below). This notice will advise the Owner of the Association's intent to turn the matter over to an attorney for collection enforcement if the balance is not paid within thirty days, and that this action will also result in attorney fees being charged to the Owner as set by a schedule agreed to by the Board, a copy of which is available on request.
- g) Referral of Account to Collection Agent and/or Association Attorney. If an account becomes delinquent then the account shall be referred to a collection agency and/or the Association's attorney for collection, who shall be authorized to take whatever action is necessary believed to be in the best interests of the Association, including, but not limited to, filing a lien affidavit; filing a suit against the delinquent Owner for a money judgment; foreclosure of the assessment lien, and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interest.
- h) Owner Address. It shall be the responsibility of each Owner to keep the Association advised of their current mailing address if different than their Las Colinas Ranch Subdivision property address. All notices will be mailed to each Owner at their property address in Las Colinas Ranch Subdivision or to the last address on the books and records of the Association as shall be provided by the Owner to the Association.
- i) Waiver/ Modification of Policy. The board in its discretion may grant a waiver of any provision or otherwise modify any of the procedures contained herein upon petition of an Owner showing a personal hardship.
- j) Required Action. Nothing contained in this Resolution shall require the Association to take any of the specific actions contained herein. The Board of Directors of the Association shall have the right, but not the obligation, to evaluate each delinquency on a case-by- case basis as in its best judgment deems reasonable.

2. Payment Plan

- a) All payment plans must be in writing, signed by one or more owners of the property associated with the delinquent balance, approved by the signature of the President of the Association, and provide that the owner shall pay future assessments when due, in addition to any arrearage payment due under a payment plan;
- b) 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 during the two years following the owner's default under the previous payment plan. The association is not required to allow an owner to enter into a payment plan more than once in any 12-month period.
- c) No monetary penalties shall accrue on balances while a payment plan is in effect, but reasonable costs associated with administering the plan and interest shall continue to accrue.

- d) Any qualified owner who owes a delinquent balance of more than \$300.00 shall be allowed, without deliberation by the Board, to pay that balance in three equal consecutive monthly installments, with the first payment due within the first thirty day period of following the approval of the payment plan;
- e) Any qualified owner who owes a delinquent balance of more than \$300.00 shall be allowed, without deliberation by the Board, to pay that balance by paying twenty-five percent (25%) of the balance during the first thirty day period following of the approval of the payment plan, with the remaining delinquent balance to be paid in eleven equal consecutive monthly installments;
- f) Any owner may submit a request for a payment plan that does not meet the foregoing guidelines, along with whatever information the wish the Board to consider, and the Board may approve or disapprove such payment plan, in its sole discretion; and,
- g) If an owner who is not qualified to receive a payment plan asks for a payment plan, the Board shall be entitled to approve or disapprove a payment plan, in its sole discretion.

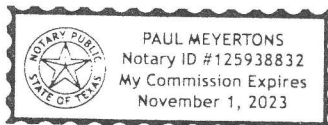
IT IS FURTHER RESOLVED that this Collections and Alternative Payment Policy is affective upon adoption here of, to remain in force an effect until revoked, modified, or amended.

This is to certify that the foregoing resolution was adopted by the Association Members at a meeting of the same on March 12, 2021, and have not been modified, rescinded or revoked.

Date: 5/14/2021 Michael H. Monaghan
President

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on this 14th day of May, 2021 by Michael H. Monaghan, President of Las Colinas Property Owners Association, Inc. a Texas non-profit corporation, on behalf of said corporation.



Paul Meyertons
NOTARY PUBLIC