# HIGHLANDS PROPERTY OWNERS' ASSOCIATION, INC. SPECIAL MEETING OF BOARD OF DIRECTORS DECEMBER 2, 2021

A Special Meeting of the Board of Directors of the Highlands Property Owners' Association, Inc. (the "Association") was held at 42089 Crooked Stick Dr, Whitney, Texas, on Thursday, December 2, 2021. Members of the Association were properly notified of the meeting and were invited to attend. The Notice and Agenda for this meeting is attached to these minutes.

Tommy Edgar, Vice President and Director of the Association, called the meeting to order at 2:05 pm. Mr. Edgar called on Michael Pollard, Secretary-Treasurer and Director, to establish the existence of a quorum. Mr. Pollard reported that Gerry Mayer, President and Director, was unable to attend but had appointed Mr. Pollard as his proxy for the meeting. Mr. Pollard stated that all three Directors were attending the meeting in person or by proxy and declared that a quorum existed.

The first order of business was to approve the Association's 2022 Operating Budget (copy attached to these minutes). Mr. Edgar called on Mr. Pollard to summarize the key estimates and assumptions used in the preparation of this budget. Mr. Pollard stated that maintenance fee income is estimated to be \$50,000 based on an analysis of property owner account activity and using current maintenance fee assessment rates. Operating expenses for 2022 are estimated to total \$41,000 based on an analysis of historical expenses, as adjusted for any changes known or expected to be realized. Mr. Pollard noted that, based on these estimates, the Association will likely incur an operating surplus of \$9,000 in 2022. In addition, the Association must make an installment note payment of \$9,713 in April 2022 in accordance with the terms of an unsecured promissory note payable to Double Diamond, Inc. Mr. Pollard recommended that the Board approve the 2022 operating expense budget of \$41,000, as proposed. After discussion, a motion was made, seconded and unanimously approved to set the 2022 operating expenses budget at \$41,000.

The second order of business was to consider approval of the following Board policies (copies attached) required under the Texas Property Code:

- Records Retention Policy
- Records Inspection and Production Policy
- Large Contract Bid Solicitation Policy
- Assessment Collection Policy

After discussion, a motion was made, seconded and unanimously approved to adopt each of the above policies and to authorize the officers of the Association to cause the policies to be recorded in the property records of Hill County, Texas.

The third order of business was to consider adding \$6,000 to the Association's "Capital Reserve – Repairs and Replacements" account to be used for future major repairs and/or equipment replacements for the Association's property and amenities. Mr. Pollard reported that the Association's cash balance at the end of 2021 was expected to be sufficient to fund this reserve and still maintain adequate operating liquidity. After discussion, a motion was made, seconded and unanimously approved to add \$6,000 to the Association's "Capital Reserve – Repairs and Replacements" account, bringing the cumulative balance in this Reserve account to \$12,086 by the end of December 2021.

At this time, Mr. Edgar opened the floor for questions from property owners in attendance.

The Special Meeting was adjourned at 2:35 pm.

## **Notice of Meeting**

# Special Called Meeting of the Highlands POA Board of Directors Invitees: Members of Highlands POA

Location: 42089 Crooked Stick Dr, Whitney, Texas

Date: Thursday, December 2, 2021 Time: 2:00 p.m.

# Agenda

- 1. Call to Order
- 2. Introduction of Board Members/Declaration of Quorum
- 3. Consider Approval of Annual Budget for 2022
- 4. Consider Adoption of Policies required under Texas Property Code:
  - a. Records Retention Policy
  - b. Records Inspection and Production Policy
  - c. Large Contract Bid Solicitation Policy
  - d. Assessment Collection Policy
- 5. Consider Increase in Capital Reserve
- 6. Adjourn

# Highlands Property Owners Association, Inc. Annual Operating Budget Proposal for 2022 As Compared to 2020 Actual, 2021 Budget and 2021 Estimated

	2022 Proposed	2021 Estimated	2021 Budget	2020 Actual
Income				
Maintenance fees	\$ 50,000	\$ 49,000	\$ 41,000	\$ 43,000 Note 1
Expenses				
Electricity	4,500	3,000	4,000	4,400
Water/Sewer	7,000	5,000	9,000	10,000 Note 2
Telephone	1,000	1,000	1,400	1,400
Insurance	2,400	2,200	2,200	2,200
R&M - Grounds	9,000	7,000	9,000	10,185 Note 3
R&M - Pool/Pavillion	9,000	7,400	9,000	9,700 Note 3
R&M - Entry	1,300	1,400	1,000	1,000 Note 3
Mangement and Accounting Fees	5,800	5,100	5,400	5,000 Note 4
Legal and Collections	1,000	500	2,000	
Total Expenses	41,000	32,600	43,000	43,885
Operating Cash Flow (Deficit)	\$ 9,000	\$ 16,400	\$ (2,000)	\$ (885)
Supplemental Information:				
Cash committed for annual debt service to DDI (due May 1)	\$ 9,713	\$ 9,713	\$ 9,713	\$ 9,713 Note 5
Cash committed for major repairs to pool/pavilion	\$ -	\$ -	\$ -	\$ -

#### 2022 Budget Notes:

- 1. Budgeted annual maintenance fees collected from property owners is based on a Board analysis of current Property Owner accounts.
- 2. Water/sewer cost for 2021 exclude a retroactive credit of \$7,200 from Midway Water for rate adjustments in prior years. This adjustment was recorded as a prepayment that is being applied to actual water/sewer charges until fully recouped. The prepaid balance at year-end 2021 will be approx. \$5,000 to \$6,000.
- 3. Budgeted maintenance costs for 2022 are based on fixed fee arrangements with WBPOA, plus provisions for direct R&M.
- 4. Budgeted management and accounting fees are based on fixed fees and estimated incremental expenses per a financial services agreement with PMGNT (Associa).
- 5. At the annual meeting of the Association's property owners held on April 26, 2018, the directorship of the Association changed from a board controlled by Double Diamond, Inc. ("DDI") to an independent board comprised solely of the Association's property owners. In connection with this change of control, the Association issued an unsecured promissory note to DDI in the principal amount of \$75,000, bearing interest at 5% and payable in 10 equal annual installments of \$9,712.84 beginning May 1, 2019. The promissory note was issued in full settlement of all then-existing obligations to DDI and its affiliates, whether known or unknown, including approximately \$87,000 of recorded indebtedness to DDI and its affiliates as of the date of the change of control.

#### Highland Property Owners' Association, Inc.

#### POLICY REGARDING RECORDS RETENTION

WHEREAS, the Texas Property Code requires both condominium and property owners' associations to adopt and comply with a document retention policy;

NOW THEREFORE, BE IT RESOLVED THAT:

The following POLICY REGARDING RECORDS RETENTION POLICY is hereby adopted:

#### **RECORDS RETENTION:**

- 1. Certificates of Formation, Articles of Incorporation, Bylaws, restrictive covenants and any amendments thereto shall be retained permanently;
- 2. Financial books and records shall be retained for seven (7) years;
- 3. Account records of current owners shall be retained for five (5) years;
- 4. Contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term;
- 5. Minutes of meetings of the Owners and the Board shall be retained for seven (7) years; and
- 6. Tax returns and audit records shall be retained for seven (7) years.

An association must make its records, including financial records, available for inspection or copying to an owner or person designated in writing by the owner. Please refer to the association's adopted Records Inspection and Production Policy.

### **CERTIFICATION**

"I, the undersigned, being hereby certify that the Property Owners' Associated meeting of the board, and the bo	foregoi ciation, I	ng was adopted nc. board of dir	by at ectors,	least a majo at an open	ority of the Highland
Print name:			Title:		
Signature:					
		ACKNOWLEDG	<u>iEMENT</u>		
STATE OF TEXAS	§ §				
COUNTY OF Hill/Whitney		§			
BEFORE ME, the under is subscribed to the foregoing of who signed the foregoing doc therein are true and correct.	locumen	t and, being by r	me first	duly sworn, o	
Given under my hand	and seal	of office this the		day of	, 2021.

Notary Public, State of Texas

#### Highland Property Owners' Association, Inc.

#### POLICY REGARDING RECORDS INSPECTION & PRODUCTION

The Texas <u>Property Code</u> requires both condominium and property owners' associations to adopt a records production and copying policy and record it as a dedicatory instrument.

The following POLICY REGARDING RECORDS INSPECTION & PRODUCTION is hereby adopted:

#### **RECORDS INSPECTION & PRODUCTION:**

- 1. An Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney or certified public accountant, may make a request to access the books and records of the Association, provided that such Owner or designated agent submit a <u>written request by certified mail, return receipt requested to the association's mailing address on the current filed management certificate.</u> The request must contain sufficient detail to identify the records being requested.
- 2. The Association may require advance payment of the estimated costs of compilation, production and reproduction of the requested information. If such advance payment is required, the Association shall notify the requesting owner in writing of the cost.
- 3. The Association will respond to the Owner's request in writing within ten (10) business days of receiving the request. If the Association is unable to produce the information within ten (10) business days, the Association must provide the requestor written notice that: (1) informs the requestor that the Association is unable to produce the information before the 10<sup>th</sup> business day; and (2) states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15<sup>th</sup> business day after the date of the original response from the Association.
- 4. The inspection will take place at a mutually agreed upon time during normal business hours, and the requestor can identify the books and/or records to copy. The association may produce records in hard copy, electronic, or other format reasonably available to the association.
- 5. Absent a court order or the express written approval of the owner whose records are the subject of the request, the Association will not allow the inspection or copying of any records that identify the violation history of an individual owner, and owner's personal financial information, including records of payment or nonpayment of amounts due to the Association, an owner's contact information (other than the owners' address), or information relating to an employee of the Association, including personnel files.
- 6. The Association hereby adopts the following <u>SCHEDULE OF CHARGES</u> for the production and copying of records:
  - Copies: \$.10 per page for standard paper copies; \$.50 per page for oversize paper
  - Electronic Media: \$1.00 for each CD; \$3.00 for each DVD

- <u>Labor</u>: \$15.00 per hour for actual time to locate, compile and reproduce records (no charge for requests for 50 or fewer pages)
- Overhead: 20% of the total Labor charge (no charge for requests for 50 or fewer pages)
- <u>Miscellaneous</u>: The Association may charge for actual costs incurred in responding to the request, including costs for labels, boxes, folders, postage and/or shipping.

If the estimated costs are lesser or greater than the actual costs, the association shall provide the owner a final invoice within 30 days after the information is delivered or provided. If the invoice includes additional amounts due from the owner, those amounts may be added to the owner's account as an assessment if not paid before the 30<sup>th</sup> business day the invoice is sent to the owner.

If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund within 30 business days after the invoice is sent.

A member that is denied access to the books or records of the association may petition the justice of peace (JP) for relief. The JP may grant one or more of these remedies:

- 1. Judgment ordering release or access to the records;
- 2. Judgement against the association for court costs and attorney fees incurred with this action; or
- 3. Judgement authorizing the owner or owner's assignee to deduct amounts awarded from any future regular or special assessments payable to the association.

If the association prevails in this action, it is entitled to court costs and attorney fees.

Before an owner brings legal action for access to the association's records, the owner must send written notices of intent at least 10 business days in advance to the association. The notice must be sent <u>via certified mail or delivered USPS with signature confirmation</u> service to the mailing address of the association or managing agent reflected in the current management certificate and describe in sufficient detail the records requested.

Business day is considered a day other than Saturday, Sunday, or a state or federal holiday.

### **CERTIFICATION**

"I, the undersigned, b hereby certify that the Property Owners' Ass meeting of the board,	ne forego	oing was adop Inc. board of	ted by at directors,	least a majo at an open	ority of the Highland and properly noticed
Print name:			Title:		
Signature:					
		ACKNOWLE	DGEMENT		
STATE OF TEXAS  COUNTY OF Hill/Whitney	§ §	§			
is subscribed to the foregoing	docume	nt and, being b	y me first	duly sworn, o	ared the person whose name declared that he is the person at the statements contained
Given under my hand	d and sea	l of office this t	he	_day of	, 2021.
				Notary Pul	olic State of Texas

# Highland Property Owners' Association, Inc. LARGE CONTRACT BID SOLICITATION POLICY

All terms used herein that are defined in Chapter 209 of the Texas Property Code shall have the meaning as defined in the statute, Section 209.0052 of the Texas Property Code.

Section 209.0052 of the Texas Property Code was amended to require that property owners' associations establish a bid process for any proposed contract for services that will cost more than \$50,000.00.

The Association hereby adopts and imposes on the Subdivision and the Association the following policies, rules, and regulations:

If the Association proposes to contract for services that will cost more than \$50,000.00, the association or the managing agent shall solicit bids or proposals for such services contract as outlined below. The following criteria apply to determine whether a services contract will cost more than \$50,000.00:

- 1. The bid process applies to service contracts which requires the Association to pay more than \$50,000.00 during the initial term of the contract.
- 2. The Association or managing agent shall attempt to obtain a total of three bids or proposals from contractors for the services desired.
  - a. If the association or managing agent cannot obtain three bids or proposals within 30 days, the Board may consider the bids or proposals received and award the contract.
  - b. The Association may determine the specific steps it will use to contact potential contractors and solicit bids or proposals.
  - c. In all cases, at least three contractors shall be contacted and bids or proposals solicited. In the event there are not three qualified contractors for a particular service in the market area, the association may limit the process to those contractors that are qualified.
- 3. Contractors solicited will be insured for liability and worker's compensation, licensed as required, and be a professional of the skill or trade of the service needed.
- 4. Costs under a contract which are variable shall be estimated. Amounts under a contract that are conditional are not included in determining the amount the contract will cost.
- 5. The ability of the Association to terminate a services contract without cause prior to incurring costs in excess of \$50,000.00 does not relieve the Association of the obligation to follow the bid process of this policy if the contract is for a stated term and the total cost of the contract during that initial term is greater than \$50,000.00.
- 6. Amounts that may be incurred in the future under a services contract, such as would occur upon the renewal of the contract, are not to be included in determining the amount the contract will cost.

- 7. In the case of emergencies, the Association may employ a contractor to best resolve the emergency without following the bid/proposal process.
- 8. The Board will use due diligence in considering all relevant factors regarding the contractor and their proposal. The Board is not required to award contracts to the lowest bid.

If a proposal is from a board member or related person or entity as defined by Texas Property Code 209.0052, the additional procedures provided by Property Code 209.0052 will be applicable.

209.0052, the additional prod	edures p	provided by Pr	operty Cod	le 209.0052 will	be applicable.	
		CERTIF	CATION			
"I, the undersigned, hereby certify that the Property Owners' As meeting of the board	the foreg	going was ad n, Inc. board	opted by a of director	at least a major s, at an open a	rity of the Highland	
Print name:			Title:			
Signature:				_		
		ACKNOW	LEDGEMEN	<u>IT</u>		
STATE OF TEXAS	§ §					
COUNTY OF Hill/Whitney		§				
BEFORE ME, the uncis subscribed to the foregoin who signed the foregoing of therein are true and correct	g docum	ent and, bein	g by me firs	t duly sworn, de		person
Given under my har	ıd and se	al of office th	is the	day of	, 2021.	
				Notary Publi	c, State of Texas	

# Highland Property Owners' Association, INC ASSESSMENT COLLECTION POLICY

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Restrictions. Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Restrictions.

#### Section 1. DELINQUENCIES, LATE CHARGES & INTEREST

- 1-A. <u>Due Date</u>. An Owner will timely and fully pay Regular Assessments and Special Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month the assessment is charged, or in such other manner as the Board may designate in its sole and absolute discretion.
- 1-B. <u>Delinquent</u>. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full including collection costs, interest and late fees.
- 1-C. <u>Late Date</u>. The date the assessments due date grace period is over and the date to which late fees and/or interest begin accruing.
- 1-D. <u>Late Fees & Interest</u>. If the Association does not receive full payment of any Assessment by 5:00 p.m. of the Late Date established by the association governing documents, the Association may levy a late fee per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefore until paid in full.
- 1-E. <u>Liability for Collection Costs</u>. The defaulting Owner is liable to the Association for the cost of title reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- 1-F. <u>Insufficient Funds</u>. The Association may levy a charge of \$30 for any check returned to the Association marked "not sufficient funds", "stop payment" or the equivalent.
- 1-G. <u>Waiver</u>. Properly levied collection costs, late fees, and interest may only be waived by a majority of the Board.

#### Section 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment unless provided for in the Association's governing documents. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

#### Section 3. PAYMENTS

3-A. <u>Application of Payments</u>. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

(1) Delinquent assessments

(4) Other attorney's fees

(2) Current assessments

(5) Fines

(3) Attorney fees and costs associated with delinquent assessments

(6) Any other amount

- 3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months and a maximum term of eighteen (18) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.
- 3-C. <u>Form of Payment</u>. The Association may require that payment of delinquent Assessments be made only in the form of check, cashier's check, money order, online ACH, or online credit/debit card payment. Online payments will have applicable surcharges. Cash is not accepted.
- 3-D. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.
- 3-E. <u>Notice of Payment</u>. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and recording the release.

#### Section 4. LIABILITY FOR COLLECTION COSTS

4-A. <u>Collection Costs</u>. The defaulting Owner may be liable to the Association for the cost of title reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

#### Section 5. COLLECTION PROCEDURES

- 5-A. <u>Delegation of Collection Procedures</u>. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.
- 5-B. <u>Delinquency Notices</u>. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.
- 5-C. <u>Verification of Owner Information</u>. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.
- 5-D. <u>Notification of Mortgage Lender</u>. The Association may notify the mortgage lender of the default obligations.
- 5-E. <u>Collection by Attorney</u>. If the Owner's account remains delinquent, the manager of the Association or the Board of the Association may refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses.
- 5-F. <u>Notice of Lien</u>. The Association may cause a notice of the Association's Assessment lien against the Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner and may also be sent to the Owner's mortgagee.
- 5-G. <u>Cancellation of Debt</u>. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.
- 5-H. <u>Suspension of Use of Certain Facilities or Services</u>. The Board may suspend the use of the Common Area amenities by an Owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days.

#### Section 6. GENERAL PROVISIONS

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

The following actions are performed to collect on delinquent accounts. Monthly late and handling fees are assessed to delinquent accounts according to the notification on the billing statement and a monthly past due letter with account analysis or a late statement. The steps listed below are executed based off the late date or late interest date in the association's governing documents.

Friendly reminder statements will be sent on all accounts with a balance beginning the first month the account becomes delinquent and will be mailed after the late fee and/or interest cutoff date.

Collection Step	Notes
Initial Collections Letter (209 Letter)	This letter is mailed by regular & certified mail. This
	letter allows the owner thirty (30) days to pay or
	dispute the balance & notifies of future action if
	payment is not received. This letter also includes a
	payment plan option for homeowners to resolve
	their outstanding balance.
Order Title Search to Validate	A title search is ordered, and a letter is mailed to the
Ownership of Unit/Lot	owner informing them of this action and if payment
	is not received within thirty (30) days an assessment
	lien will be filed with the county & the associated
	cost charged back to their account.
Notify Owner of Lien Filing	If payment has not been received within thirty (30)
	days of the title search letter, a letter is mailed to the
	owner and a lien prepared and filed with the county.
	Upon payment in full a notice of release of lien will
	be processed & filed in the county at no additional
	charge.
Final Demand Letter	This letter is mailed by regular & certified mail. This
	letter allows the owner forty-five (45) days to pay or
	dispute the balance, including the ability to request a
	hearing with the board before collections turnover.
Forward Owner File to Association	This action must be allowed in the association
Attorney or Collection Agency	documents. The managing agent will forward the
	delinquent owner account to the association attorney
	if account is not paid in full.

## **CERTIFICATION**

hereby certify that	being a Director of Highlands Property Homeowner's Association, the foregoing Policy was adopted by at least a majority of the Directors on the day of 021."
Ву:	, Director
Print name:	
<u>ACKNOWLEDGEMENT</u>	
STATE OF TEXAS	§
	§
COUNTY OF HIILL	§
who	dersigned authority, on this day, personally appeared the person se name is subscribed to the foregoing instrument and acknowledged to make the act of the Association for the purpose and consideration therein therein stated.
Given under my ha	d and seal of office this day of, 2021.
	Notary Public, State of Texas

After Recording Return to: Principal Management Group 12700 Park Central Dr #600 Dallas, TX 75251