

**FIRST AMENDED COLLECTION POLICY for the
HELOTES PARK TERRACE OWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

SCANNED

WHEREAS, all of the property located in the Helotes Park Terrace Subdivision is subject to that certain First Amended Declaration of Covenants, Conditions, and Restrictions for Helotes Park Terrace Planned Development, recorded as Document No. 20190000535, in the Official Public Records of Bexar County, Texas, (the “Declaration”);

WHEREAS, in accordance with the Declaration, the Helotes Park Terrace Owners Association Inc., a Texas nonprofit corporation (the “Association”) was created to administer the terms and provisions of the Declaration. Unless the Declaration or applicable law expressly provides otherwise, the Association acts through a majority of its board of directors (the “Board”);

WHEREAS, the Association is empowered to enforce the restrictive covenants, bylaws, or similar instruments governing the administration or operation of the Association (collectively, the “Dedictory Instruments”);

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners association must file each Dedictory Instrument governing the Association that has not been previously recorded in the real property records of the county(s) in which the Subdivision is location;

WHEREAS, Section 209.003 of the Texas Property Code was amended effective September 1, 2015 regarding the collection of assessments; and

WHEREAS, Section 209.0062 of the Texas Property Code was added effective September 1, 2015 regarding the regulation of alternative payment for certain assessments; and

WHEREAS, Section 209.0063 of the Texas Property Code was added effective September 1, 2021 regarding the regulation of alternative payment for certain assessments; and

NOW THEREFORE, the Board has duly adopted the following Collection Policy (the “Policy”) to provide clear and definitive guidance to its members;

COLLECTION POLICY

This document sets forth the Association’s policy regarding the collection of assessments pursuant to the Declaration of Covenants, Conditions and Restrictions for Helotes Park Terrace Planned Unit Development.

The Board establishes the Association’s fiscal year, January 1 to December 31, as the Regular Assessment period. The annual assessments are due each year on the 2nd day of January and are delinquent after the 10th day of January.

1. Assessment. The Association has a duty to levy regular and special assessments sufficient to perform its obligations under the governing documents. Regular assessments are levied annually.
2. Obligation to Pay Assessments. Each assessment or charge is an obligation of the owner at the time the assessment or other sums are levied. Each assessment or charge is also a lien on the owner’s lot and which may cause the Association to record a Notice of Delinquent Assessment Lien to be recorded with

the property records of Bexar County, Texas.

3. Assessment Increases. The Association will give the owners notice before an increase in annual or any special assessment. Notice will be sent by mail or e-mail to owner's address on record with the Association. It is the responsibility of each owner to advise the Association of any mailing address changes.
4. Designation of Agent. The Board of Directors may designate an agent or agents to collect assessment payments and administer collection of funds. Such designated agent may be an officer of the Association, manager, bookkeeper, or other appropriate agent.
5. Delinquent Account. If not paid in full by the tenth (10) day of January, the account shall be deemed delinquent.
6. Delinquency Notices. A Second Notice will be sent by mail or email to owner's address on record with the Association for delinquent accounts indicating any late fee and/or interest. If payment is not received within 30 days of the Second Notice, owners will receive a Third Notice via certified mail with return receipt requested, to include total fees and alternative payment plan options. If payment is not received within 45 days of the Third Notice, the delinquent account will be referred to the Association's attorney for collection in accordance with Texas Property Code 209.0051.
7. Late Fee. The Association may assess a one-time late fee in an amount not to exceed Fifty Dollars (\$50.00) for each delinquent annual assessment not paid by the tenth (10) day of January. An additional monthly late fee of Twenty Dollars (\$20.00) will be charged for past due assessments after 30 days, or any portion thereof, retroactive to the initial delinquent date. All fees and charges are adopted in compliance with Texas Property Code 209.0051 and are reasonable.
8. Bank Charges. A fee of up to Fifty Dollars will be levied for each returned check or rejected payment. In the event an owner delivers two or more checks within a 6-month period that are returned by the bank, the Association reserves the right to require that future payments be made by money order, cashier's check, or other certified funds.
9. Collection Costs. To secure the payment of the annual maintenance charge, special assessments, interest, late fees, and other sums due hereunder, the assessment lien provided by the Declaration are hereby reserved in favor of the Association as more fully set forth herein. In the event of collection action, the owner shall be responsible for all reasonable costs of collection, including attorney's fees, court costs, and administrative expenses to the extent permitted by law.
10. Payment Plan Policy. Once an account is delinquent, the Association will make available a payment plan to the owner, provided the owner has not defaulted on a payment plan in the preceding two years. The Association may charge a fee for administering the payment plan as well as any accrued interest and fees. Among factors to be considered in setting payment plan terms are: length of delinquency, amount due, owner's payment history, reason for non-payment, owner's performance on previous payment plans. The Association shall have discretion to tailor the payment plan to an owner's personal circumstances at their discretion. Payment plans shall extend for a minimum of three (3) months unless otherwise agreed. The payment plan option is offered in accordance with all application State law.
11. Priority of Payments. Delinquent payments received from an owner outside of a payment plan shall be applied to the amount due in the following priority order. Payments shall be applied in strict compliance with Texas Property Code 209.0063.
 - a. Any delinquent assessment;
 - b. Current assessment;
 - c. Attorney fees / collection costs;
 - d. Other amounts (including fines);

- 12. Void Provisions. If any provision of this Policy is determined to be null and void, all other provisions of the Policy shall remain in full force and effect.
- 13. Compliance. All collection actions shall comply with applicable provisions of Texas Property Code Chapter 209, including required notices, opportunity to cure, and payment plan rights.
- 14. Foreclose. The Association shall not proceed with foreclosure without complying with all requirements of Texas Property Code 209.0092, including Board approval and notice to the owner.
- 15. Amendment. This policy may be amended from time to time by the Board of Directors of the Association.

This Policy is effective upon recordation in the Public Records of Bexar County, Texas, and shall supersede any collection policy which may have previously been in effect. Except as affected by this Policy, all other provisions contained within the Association's Declaration or any other dedicatory instruments of the Association shall remain in full force and effect.

Approve and adopted by the Board on this 22 day of May, 2026.

Twyla Hulskotter

Signature

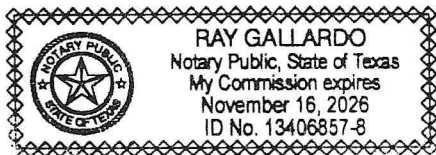
Printed Name: Twyla Hulskotter

President, Helotes Park Terrace Homeowners Association, Inc.

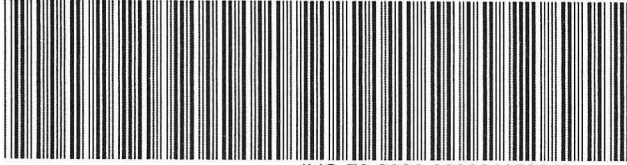
STATE OF TEXAS §
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 COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared Twyla Hulskotter as President of the Helotes Park Terrace Homeowners Association, Inc. a Texas non-profit corporation, known to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein state.

Given under my hand and seal of office on this the 22 day of May, 2026.



Ray Gallardo
 Notary Public, State of Texas
 My Commission Expires: 11/16/2026



VG-76-2026-20260107304

File Information

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LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Bexar County, Texas on:
6/4/2026 10:21 AM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk