


**AFFIDAVIT REGARDING ASSESSMENT COLLECTION POLICY OF
BRIDGEPOINT CIVIC ASSOCIATION**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Before me, the undersigned authority, personally appeared Darby Theilen, who, being by me duly sworn, deposed as follows:

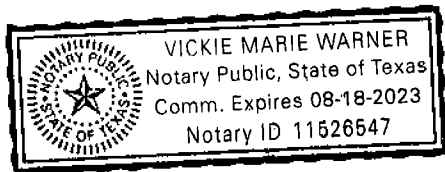
My name is Darby Theilen. I am of sound mind and capable of making this affidavit, and personally acquainted with the facts herein stated.

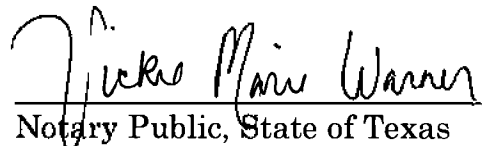
I am the President of Bridgepoint Civic Association and am authorized to sign this instrument on its behalf. Attached hereto is the Assessment Collection Policy adopted by the Board of Directors for the Bridgepoint Civic Association.



Darby Theilen

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on November 4, 2021 by Darby Theilen, president of the Bridgepoint Civic Association, acting on its behalf.





Notary Public, State of Texas

BRIDGEPOINT CIVIC ASSOCIATION

ASSESSMENT COLLECTION POLICY

Bridgepoint is a community (the “**Community**”) created by and subject to Bridgepoint Civic Association Deed Restrictions [Residential] recorded in the Official Public Records of Montgomery County, Texas, and any amendments or supplements thereto (“**Deed Restrictions**”). The operation of the Community is vested in Bridgepoint CA (the “**Association**”), acting through its board of directors (the “**Board**”). The association is empowered to enforce the Deed Restrictions, conditions and restrictions of the Deed Restrictions, Bylaws, Architectural Control Guidelines and any Amendments promulgated by the Association pursuant to the Deed Restrictions or any Development Area Declaration, as adopted and amended from time to time (collectively, the “**Documents**”), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Documents.

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

A. BILLING AND COLLECTION PROCEDURES

1. Initial Invoice and Record Address. On or about December 1 of each year, the Board shall cause to be mailed to each Owner, an invoice (the “**Initial Invoice**”) setting forth the Assessment amount. The Initial Invoice shall be sent to the owner by standard mail. The Initial Invoice and any other correspondence, documents, or notices pertaining to the applicable Owner shall be sent to the address which appears in the records of the Association for the Owner, or to such other address as may be designated by the Owner in writing to the Association. The fact that the Association or its Manager may have received a personal from an Owner reflecting an address for the Owner which is different from the Owner’s address as shown on 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.
2. Assessment Due Date. All Regular Assessments shall be due and payable in advance on or before February 28. It is the responsibility of the Owner to ensure and verify payments are received by the Association on or before such date, and the Association will not be responsible for delay by mail or any other form of delivery. Non-receipt of an invoice shall in no way relieve the Owner of the obligation to pay the amount due by February 28.
3. Delinquent Balances. If payment of the total Assessment and any other charges which may be due is not received by the Association on or before February 28, the account shall be delinquent. If an Owner defaults in paying the entire sum owing against the Owner’s property on or before March 31, the Owner shall be charged interest at the lesser of the rate of 18% per annum or the highest maximum rate permitted by Applicable Law, computed from March 1, regardless of whether any demand letter has been sent to the Owner. Further, Owners who remain delinquent after March 31 shall be subject to the following collection procedures, which may be modified on a case-by-case basis by the board as circumstances warrant:

- (i) **Final Notice.** The Association will send a final notice (“**Final Notice**”) to the Owner by certified mail, and by regular U. S. First-Class Mail, showing the account is delinquent, and that interest is accruing. The Final Notice will advise the Owner that if the account is not paid within thirty (30) days of receipt of the Final Notice, the Association intends to turn the account over to an attorney for further handling, and the Owner will thereafter be responsible for the attorneys’ fees and costs incurred, and such fees and costs will be charged to the Assessment account. The final Notice will also inform the Owner the pursuant to Chapter 209 of the Texas Property Code, the Owner has the right to request a hearing before the Board. If the Owner does not pay the delinquent balance in full or request a hearing within the thirty (30) day period, the Association intends to thereafter pursue it remedies regarding he matter,
- (ii) **Notice of Lien.** To further evidence the Association lien securing the unpaid Assessments, the Association may, but is not required to , prepare a document entitled Lien Affidavit and Notice of Delinquent Assessments setting froth the amount of the delinquent Assessment, the name of the Owner of the property, and a description of the property (the “**Notice of Lien**”). The decision to file a Notice of Lien shall be made by the Bard and on a case-by-case basis, if the Bard determines that the circumstances merit such action, in the Board’s sole discretion. The Notice of Lien may be filed in the real property records of Montgomery County, Texas, and will constitute further evidence of the lien against an Owner’s property.
- (iii) **Remedies for Non-Payment.** If the delinquent balance is not paid in full or if a hearing is not requested in writing within thirty (30) days of receipt of the Final Notice, the Association may suspend the use of Common Area amenities by an Owner, or his Occupant. Further, the Association will forward the delinquent account to its attorney for further handling. It is contemplated that the attorney will send one or more demand letters to the delinquent Owner as deemed appropriate. If the Owner does not satisfy the Assessment delinquency pursuant to the attorney’s demand letter(s), the attorney shall contact the Board, or its designated representative, for approval from the Bard, or its designated representative, it is contemplated that the attorney will pursue any and all of the Associations legal remedies to obtain payment of the delinquent balance, including pursuing a suit against the Owner personal, and/or pursuing a lien against that applicable property.

B. **ENFORCEMENT COSTS**

All costs incurred by the Association as a result of an Owner’s failure to pay Assessments and other charges when due (including any attorneys’ fees and costs incurred) will be charged against the Owner’s Assessment account and shall be collectible in the same manner as a delinquent Assessment.

C. **PAYMENT PLANS FOR DELINQUENT ACCOUNTS**

The association shall make payment agreements for delinquent accounts available to and Owner upon the terms and conditions set forth herein. Upon the written request of an Owner which is received by the Association no later than February 28, and Owner shall automatically be entitled to a payment plan for payment of the annual assessments with equal monthly payments due as follows: (i) first payment of 1/3 of the sum equal to the total amount due plus anticipated accrued interest and administrative

fees (such 1/3 amount being herein called the “**Monthly Payment Amount**”) being due on or before March 31; (ii) the second payment of the Monthly Payment Amount being due on or before April 30; and (iii) the third and final payment of the Monthly payment Amount being due on or before May 31. The Board may approve, in the Board’s sole discretion, alternate payment plan terms on a case-by-case basis. An Owner must submit a written request to the Association requesting the alternative payment plan. All payment plans must be in writing and signed by the Owner. The term for an alternative payment plan offered by the Association shall be in compliance with Applicable Law. Subject to any limitations imposed by Applicable Law, the Bard shall determine the appropriate term of the alternative payment plan in its sole discretion. As long as the Owner is not in default under the terms of the payment plan, the Owner shall not accrue additional monetary expenses. However, the Owner shall b responsible for all interest which accrues during the term thereof, as well s being responsible for the costs of administering the payment plan. If the Owner defaults under the payment plan, the account will immediately be turned over to the attorney without any further notice to the Owner. The Association shall not be required to enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan during the (2) years following the Owner’s default under the previous payment plan.

D. PAYMENTS AND APPLICATION OF FUNDS

Partial Payments

Partial payments will not prevent the accrual of interest on the unpaid portion of the Assessments. Unless an Owner is making a timely payment under a payment plan as provided for herein, an Owner will still be considered delinquent upon making a partial payment.

Owner Not in Default Under Payment Plan

If at the time the Association received a payment from an Owner, the Owner is not in default under a payment plan with the Association, the Association shall apply the payment in the following priority: any delinquent assessment, any associated solely with assessments or any other charge which could provide the basis for lien, any attorneys’ fees incurred by that Association other than those described in the immediately foregoing category, any fines assessed by the Association (if applicable), and then to any other amount owed to the Association.

Owner in Default Under Payment Plan

If at the time the Association receives a payment from an Owner, the Owner is in default under a payment plan with the Association, the Association shall apply the payment in the following order of priority: interest, attorneys’ fees, and other cost of collection, and then to assessment reduction and fines (if applicable), satisfying the oldest obligations first, followed by more current obligations, in accordance with the foregoing order of priority, or in such other manner or fashion or order as the Association shall determine, in its sole discretion, provided however, in exercising its authority to change the order of priority in applying a payment, a fine assessed by the Association (if applicable) may not be given priority over any other amount owed to the Association.

E. BANKRUPTCY

In the event a delinquent Owner files bankruptcy, the Association reserves the right to file a proof of claim, pursue a motion to lift the automatic stay, or take any other action it deems appropriate to protect its interests in the pending bankruptcy action, including modifying any procedures hereunder as necessary or advisable. To the full extent permitted by the United States Bankruptcy Code, the Association shall be entitled to recover any and all attorneys' fees and costs incurred in protecting its interests, and such fees and costs shall be charged to the owner's Assessment account.

F. RETURNED CHECKS

At the election of the Association, an Owner will be charged a reasonable fee for any check returned by the bank, which fee will be charged to the owner's Assessment account. A notice of the returned check and the fee will be sent to the Owner by the Association's Manager. If two or more of an Owner's checks are returned unpaid by the bank within any one-year period, the Board may require that all the Owner's future payment for a period of two (2) years be made by cashier's check or money order.

G. OWNERS AGENT OR REPRESENTATIVE

If the Owner expressly or impliedly indicates to the Association that the Owner's interest in the property is being handled by an agent or representative, any notice from the Association to such agent or representative pursuant to this Assessment Collection Policy shall be deemed to be full and effective notice to the Owner for all purposes.

H. GENERAL PROVISIONS

Independent Judgement. 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.

Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Documents and the laws of the State of Texas.

Limitations of Interest. 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 Documents 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 received, 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 Assessments, or reimbursed to the Owner if those Assessments are paid in full.

Notices. Unless the Documents, 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 the one co-Owner is deemed notice to all co-Owners. Similarly, notice to one Occupant is deemed notice to all Occupants. 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.

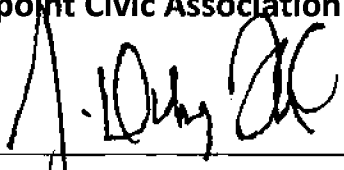
Amendment of Policy. This policy may be amended from time to time by the Board.

This policy was duly adopted by the Board of Directors of Bridgepoint Civic Association on the 4 day of November, 2021


The Board of Directors hereby approves and authorizes the Fine Schedule

Signed this 4 day of November, 2021


Bridgepoint Civic Association

By: 

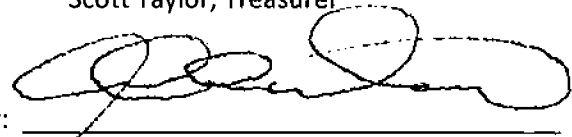
Darby Theilen, President

By: 

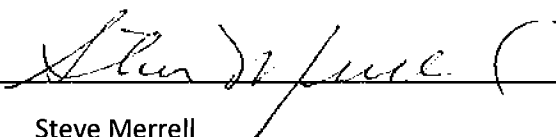
Kevin Clark, Vice President

By: 

Scott Taylor, Treasurer

By: 

Gary Carter, Secretary

By: 

Steve Merrell

E-FILED FOR RECORD

11/04/2021 04:04PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

11/04/2021



County Clerk
Montgomery County, Texas