



**WOODVIEW AT BULVERDE CREEK HOMEOWNERS ASSOCIATION
COLLECTION POLICY AND PAYMENT PLAN GUIDELINES**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BEXAR §

WHEREAS, the property encumbered by this Collection Policy and Payment Plan Guidelines (the "Guidelines") is the property restricted by the Declaration of Covenants, Conditions and Restrictions for Woodview at Bulverde Creek, Unit 1, executed November 22, 2002, recorded in Volume 9687, Page 2324, Official Public Records of Real Property of Bexar County, Texas (hereinafter called the "Declaration"), as same may be amended from time to time, and any other property which has been or may be annexed thereto and made subject to the authority of the Woodview at Bulverde Creek Homeowners Association (the "Association");

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified herein;

WHEREAS, pursuant to Chapter 209, Texas Property Code, the Board of Directors (the "Board") of the Association hereby adopts these Guidelines for the purposes of establishing a uniform and systematic procedure to collect assessments and other charges of the Association and identify the guidelines under which Owners may request alternative payment schedules for certain assessments; and

WHEREAS, the Board has established that it is in the best interest of the Association to establish these Guidelines;

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt the following Collection Policy and Payment Plan Guidelines:

I. COLLECTION POLICY

1. ASSESSMENT PERIOD

The Board has the duty of establishing and adopting an annual budget, in advance, for each fiscal year of the Association covering the estimated costs of operation of the Association during each calendar year.

2. NOTICE

In December of each year, the Board shall fix the amount of the annual assessment against each Lot for the following year and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Upon completion of the roster, written notice of the assessment shall be sent to every Owner subject to the assessment. An Owner shall not escape liability or be entitled to a deferral of interest, fines or collection costs with regard to delinquent assessments on the basis of such Owner's failure to receive notice, if such notice was sent via regular mail to the most recent address of the Owner according to the records of Association. Each Owner shall have the obligation to notify the Association in writing of any change in address, which shall become effective five days after written notice has been received.

3. DUE DATE

All Annual Assessments (the "Assessment" or the "Assessments") are due on the (1st) day of January and payable on an annual basis, as determined by a majority of the Board for that assessment year. Charges disputed by an Owner are considered delinquent until such time as they are paid in full or the Owner has been provided verification of the disputed amounts due.

4. INTEREST

If the Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum until the delinquent Assessment is paid in full.

5. DELINQUENCY NOTIFICATION

The Association may cause to be sent the following notification(s) to delinquent Owners:

- a. **PAST DUE NOTICE**: In the event that any Assessment Payment balance remains unpaid thirty (30) days from the due date, a Past Due Notice may be sent via regular mail to each Owner with a delinquent account setting forth all Assessments, interest and other amounts due. The Past Due Notice will contain a statement that the entire remaining unpaid balance of the Assessment is due and that the owner is entitled to a Payment Plan as set forth in Section II of these Guidelines (if they are so entitled).
- b. **FINAL NOTICE**: In the event the entire Assessment is not paid in full within thirty (30) days of a Past Due Notice, or there is a default on the Payment Plan, where an Assessment account balance remains unpaid sixty (60) days or later from the due date, a Final Notice may be sent via certified mail, return receipt requested, to each delinquent Owner. The Final Notice will set forth

the following information and results of failure to pay, including an explanation of:

1. AMOUNTS DUE: All delinquent Assessments, interest and other amounts due;
2. HEARING: Owners shall be given notice and opportunity for a hearing before the Board. A hearing shall be granted if a written request for a hearing is received by the Association not more than thirty (30) days from the Owner's receipt of the Final Notice;

If a hearing is requested within thirty (30) days from receipt of the Final Notice, further collection procedures are suspended until the hearing process is completed. The Board shall set a hearing date not later than thirty (30) days after receipt of Owner's request for a hearing. Either party may request a postponement, which shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of both parties. Further collection steps will be determined by the action of the Board.

3. COMMON AREA RIGHTS SUSPENSION: If the Owner fails to pay by the deadline stated in the Final Notice, then the Owner's use of recreational common properties and recreational facilities may be suspended and Owner's gate access cards may be made inactive.

- c. NOTICE OF TURNOVER TO COLLECTION AGENT/ATTORNEY: If all delinquent amounts are not paid within thirty (30) days from receipt of the Final Notice, the account may be sent to a collection agent and/or the Association's attorney for collection and collection fees and expenses will be charged. An Owner may not be charged fees of a collection agent (as same is defined in Property Code Section 209.0064) unless the Association first provides written notice to the Owner by certified mail, return receipt requested, that:

1. Specifies each delinquent amount and the total amount of the payment required to make the account current;
2. Describes the options the Owner has to avoid having the account turned over to a collection agent, including information regarding availability of a payment plan through the Association; and
3. Provides a period of at least thirty (30) days for the Owner to cure the delinquency before further collection action is taken.

6. REFERRAL OF ACCOUNT TO ASSOCIATION ATTORNEY

Upon referral of the account to the Association's attorney, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a lawsuit against the delinquent Owner for a money judgment, instituting an expedited foreclosure action; and, filing necessary claims,

objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

In the event the Association has determined to foreclose its lien provided in the Declaration, and to exercise the power of sale thereby granted, such foreclosure shall be accomplished pursuant to the requirements of Section 209.0092 of the Texas Property Code by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas.

7. **BANKRUPTCIES**

Upon receipt of any notice of a bankruptcy of an Owner, the account may be turned over to the Association's attorney so that the Association's interests may be protected.

8. **REQUIRED ACTION**

Nothing contained herein shall require the Association to take any of the specific actions contained herein. The Board 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.

II. PAYMENT PLAN GUIDELINES

1. **PAYMENT PLAN SCHEDULE**

The Association hereby establishes a Payment Plan Guidelines pursuant to which an Owner may make payments over time to the Association for delinquent Annual Assessments and any other amount owed to the Association without accruing additional monetary penalties. Monetary penalties do not include interest or reasonable costs associated with administering the Payment Plan. The Payment Plan Guidelines are as follows:

1. 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 or the Association Manager, and provide that the owner shall pay future assessments when due, in addition to any arrearage payment due under a payment plan;
2. A charge of \$20.00 dollars per month will be added to each delinquent owner's account balance for administrative costs related to the payment plan and such additional administrative costs will continue until the entire balance is paid in full;
3. To be qualified for a payment plan an owner must not have failed to honor the terms of two previous payment plans in the two years prior to a request for a new payment plan;
4. 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;
5. Any qualified owner who owes a delinquent balance of \$300 or less 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 following of the approval of the payment plan;
6. Any qualified owner who owes a delinquent balance of more than \$300 shall be allowed, without deliberation by the Board, to pay that balance by

paying twenty-five percent 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 six equal consecutive monthly installments;

7. Any owner may submit a request for a payment plan that does not meet the foregoing guidelines, along with whatever information they wish the Board to consider, and the Board may approve or disapprove such payment plan, in its sole discretion; and,
8. 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.

2. APPLICATION OF PAYMENTS

- a. Except as provided in subsection (b) immediately below, a payment received by the Association shall be applied in the following order of priority:
 1. Any delinquent Assessment;
 2. Any current Assessment;
 3. Attorney's fees or third party collection costs incurred by the Association associated solely with Assessments or other charge that can be the basis of foreclosure;
 4. Attorney's fees not subject to "3" above;
 5. Fines;
 6. Any other amount owed to the Association.
- b. If/when an Owner defaults on a Payment Plan, the remaining delinquent amount will become immediately due in full and the Association may begin further collection action as set out above in Article I(5)(b) above. Any payment(s) received by the Association after such default shall be applied in the following order of priority:
 1. Costs;
 2. Attorney fees;
 3. Interest;
 4. Late Fees;
 5. Delinquent Assessments;
 6. Current Assessments;
 7. Fines.

As to each category identified in this subsection (b), payment shall be applied to the oldest charge first. 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 on said Owner's account.

3. PAYMENTS RETURNED NON-SUFFICIENT FUNDS

An Owner will be assessed a service charge for any check that is returned or Automatic Clearing House (ACH) debit that is not paid for any reason, including but not limited to Non-Sufficient Funds (NSF) or stop payment order. The amount of the service charge assessed will be the customary amount charged.

Executed the 20th day of MAY, 2014.

WOODVIEW AT BULVERDE CREEK
HOMEOWNERS ASSOCIATION

By: [Signature]
D. Robert Bird, Its President

ATTEST:

By: [Signature]
Margaret Mitcham, Its Secretary

STATE OF TEXAS §
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COUNTY OF BEXAR §

Before me, the undersigned notary public, on this day personally appeared D. Robert Bird, President of Woodview at Bulverde Creek Homeowners Association, known to me or proved to me by presentation to me of a governmentally-issued identification card to be who one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.


Given under my hand and seal of office the 20 day of May, 2014.

[Signature]
Notary Public, State of Texas
BRENDA ARMSTRONG
Notary Public
State of Texas
Comm. Exp. 01-29-2017

STATE OF TEXAS §
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COUNTY OF BEXAR §

Before me, the undersigned notary public, on this day personally appeared Margaret Mitcham, Secretary of Woodview at Bulverde Creek Homeowners Association, known to me or proved to me by presentation to me of a governmentally-issued identification card to be who one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 7 day of June, 2014.


DEBBIE S MARVIN
Notary Public
STATE OF TEXAS
My Comm. Exp. 11/11/2017

[Signature]
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Woodview at Bulverde Creek Homeowners Association
1600 N.E. Loop 410, Suite 202
San Antonio, TX 78209

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 Real Property of Bexar County, Texas on:

AUG 18 2014



Gerard C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

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Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK