HUNTERS POINT PROPERTY OWNERS ASSOCIATION
Policy Resolution: Collection Policy

Purpose: To provide a process by which the Hunters Point Property Owners Association applies clear and detailed guidelines regarding the collection of Hunters Point Property Owners Association annual dues, special assessments and other fees.

Definitions:

"***Property Code***" means the State of Texas Property Code, Title 11.
"***Articles***" means the Articles of Incorporation of Hunters Point Property Owner Association.
"***Deed Restrictions***" means the Revised Deed Restrictions and Covenants for Hunters Point Subdivision.
"***Amendment***" means the First Amendment to the Revised Deed Restrictions and Covenants of Hunters Point Property Owners Association.
"***Bylaws***" mean the By-Laws of Hunters Point Property Owners Association.
"***HPPOA***" means the Hunters Point Property Owners Association.
"***Board***" means the Board of Directors serving the Hunters Point Property Owners Association.
"***Owners***" means the property owners owning property within the Hunters Point Subdivision within that certain tract of property described as: 20.1582 acres out of the Abraham Pevehouse Survey, being Abstract No. 423, Montgomery County, Texas.

All other terms defined as provided in the Property Code Section 209.002.

Section I: Collection of Annual Assessments and Special Assessments

1. Annual Assessments
   a. Prior to the end of the calendar year, the Board shall set the maintenance assessment for the next calendar year in accordance with the Deed Restrictions Article III, paragraph 3.03(g). Annual assessments will be used for the purposes as defined in the Deed Restrictions Article III, paragraph 3.02.
   b. The annual assessment shall be fixed according to the Deed Restrictions Article III, paragraph 3.07.
      i. The amount of the annual assessment will be made and held in accordance with the Deed Restrictions Article III, paragraph 3.03(g)
      ii. Notice of a meeting regarding the annual assessment will be provided according to Property Code Section 209.0056 and Deed Restrictions Article III paragraph 3.06
   c. Notice of the Dues amount will be provided to the Owners as per the HPPOA Communications Policy. In addition to sending a Dues Invoice, the HPPOA will also send payment due date reminders. An Owner may not escape liability, or be entitled to a deferral of interest, fines or collection costs with regard to delinquent annual dues on the basis of the Owner's failure to receive notice.

d. No Owner may waive or otherwise escape liability for the Dues by non-use of the common areas whether in default or not as outlined in Deed Restrictions Article III paragraph 3.08.
e. Payment of the annual assessment is due according to Deed Restrictions Article III, paragraph 3.03(f) and if unpaid will bear interest as stated within the same reference and in accordance with Deed Restrictions Article III, paragraph 3.03(h).

2. Special Assessments for Capital Improvements and Lot Maintenance
   a. In addition to the annual assessment, the HPPOA may levy an assessment applicable for a defined purpose (the "Special Assessment") as defined and used in accordance with Deed Restrictions Article III paragraph 3.04.
   b. No Special Assessment, and the amount of the Special Assessment, shall be charged unless it is approved in compliance with Deed Restrictions Article III paragraph 3.04.
   c. In addition, an Owner may be charged a Special Assessment for lot maintenance according to Deed Restrictions Article III paragraph 3.05
   d. Due dates for Special Assessments will be set and communicated to Owners per the HPPOA Communications Policy.
   e. All notices and votes will be done in accordance with Deed Restrictions Article III paragraph 3.06.

3. Payment Delinquencies
   a. If a Dues or Special Assessment remain unpaid past the due date, the amount becomes delinquent.
   b. On the date a payment becomes delinquent, the amount due shall accrue interest, at the rate set by State of Texas statutory limits.
   c. Owners whose payments are delinquent are not barred from voting in an election per Property Code Section 209.0055(b)(2).
   d. The HPPOA may send one or more of the following notification(s) to delinquent owners:
      i. PAST DUE NOTICE: One or more Past Due Notices may be sent via regular mail to each Owner with a delinquent account. The Past Due Notice will include the annual dues amount/special assessment amount, interest charged and other amounts due, including late fees. The Past Due Notice will contain a statement that the entire remaining unpaid balance is due, including any previously-imposed late fees. In addition, the Past Due Notice will advise that the Owner is entitled to enter into a Payment Plan, as set forth in Section II of this Policy. In the event that an Owner chooses to enter into a Payment Plan, a monthly charge for administrative costs may be added.
      ii. FINAL NOTICE: Should an Owner default on a Payment Plan, Final Notice will be sent via certified mail, or via any method of mailing for which evidence of mailing is provided by the United States. The Final Notice will include:
         1. All delinquent charges, interest and other amounts due, including any late fees, as well as the total amount of the payment required to make the account current
         2. The options the owner has to avoid having the account turned over to a collection agent or legal counsel

3. The amount of time that the Owner has to cure the delinquency before further collection action is taken (the "Period to Cure"). The Period to Cure is no fewer than thirty (30) days.
4. A statement that the Owner is entitled to a Payment Plan, as set forth in Section II of this Policy, unless the Owner has already defaulted on an already-provided Payment Plan. Should this be the case, then a second Payment Plan is not offered.
5. If payment is not received following delivery of the Final Notice, and if the Owner fails to request a hearing or make a payment within thirty (30) days, then further actions will be taken, including turning the account over to a collection agency in accordance with Property Code Section 209.0065, or attorney. All collection agency/attorney fees and expenses may be charged to the Owner.
6. If the Owner is serving on active military duty, the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act.

4. Hearing
   a. Owners may request a Hearing before the Board in accordance with Property Code Section 209.007.

5. Referral of Account to An Attorney & Attorney Fees
   a. The HPPOA may use an attorney and charge the Owner any fees in accordance with Property Code Section 209.008.

6. Payments Returned for Non-Sufficient Funds
   a. An Owner will be assessed a service charge for any check that is returned, or any Automatic Clearing House (ACH) debit that is not paid.
   b. The service charge will equal the amount charged by the financial institution related to any such Unpaid Amounts, plus any administrative costs incurred by the HPPOA as a result of such Unpaid Amounts.

Section II: Payment Plan

The HPPOA hereby follows a Payment Plan schedule as provided by the Property Code Section 209.0062.

III. Application of Payments

1. Payments will be applied in accordance with Property Code Section 209.0063(a).

2. Payments received from an owner when the Owner is in default of a payment plan will be applied according to Property Code Section 209.0063(b).

Adopted at a Board meeting of the HPPOA on September 21, 2023

This policy is adopted under the following guidance:

State of Texas Property Code, Title 11 Restrictive Covenants, Chapter 209, Texas Residential Property Owners Protection Act, provides 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 an alternative payment schedule for certain assessments; and

Article III, Section (j) of the Articles of Incorporation of the ~~Hunter's~~Hunters Point Property Owners' Association (the HPPOA) empowers the HPPOA to, insofar as permitted by law, do any other thing that will, in the opinion of the Board of Directors, promote the recreation, health, safety and social welfare of the residents of the Properties; and

Article III, paragraph 3.02 of the Revised Deed Restrictions and Covenants for Hunters Point Subdivision (Deed Restrictions); and

Article III of the Bylaws of the Association; and

The need to establish procedures for the equitable and uniform enforcement of the provisions of the recorded Covenants, Conditions, and Restrictions filed of record in the real property records of Montgomery County, Texas, affecting property located with Hunters Point Subdivision and the Rules and Regulations adopted by the Association.