

SPRING CREEK PINES HOMEOWNERS ASSOCIATION, INC.

PROPERTY OWNERS' ASSOCIATION COLLECTION POLICY (e.g., Regarding Delinquent Assessments, Fees and Charges)

- I. The name of the Subdivision is SPRING CREEK PINES
- II. The name of the Corporation is SPRING CREEK PINES HOMEOWNERS ASSOCIATION, INC., sometimes referred to herein as the "Association"
- III. The recording data (i.e., Map or Plat reference) for each Section of the Subdivision is as follows

Map(s) or Plat(s) Records of Montgomery County, Texas:

- (i) Spring Creek Pines, Section One (1) Cabinet I, Sheet 17

- IV. The recording data for the Declaration (which may be referred to as the "Declaration," the "Restrictions," the "Deed Restrictions," the "Covenants Conditions and Restrictions" the "Restrictions and Covenants" or the "CC&Rs") for each Section of the Subdivision, including Amendments Modifications and/or Supplements as applicable, is as follows

Deed Restrictions (Deed Records of Montgomery County, Texas):

- (i) Spring Creek Pines County Clerk's File No 9652258

- IV. **COLLECTION POLICY:** The following Collection Policy was approved by at least a majority vote of the Board of Directors of SPRING CREEK PINES HOMEOWNERS ASSOCIATION, INC (the "Board"), at a duly called Meeting of the Board, at which Meeting a quorum was present. The Association provides a number of services for the Spring Creek Pines community. While the vast majority of property owners ("Owners") do timely pay, there is generally a percentage of owners who do not. The obligation to pay annual assessments, maintenance charges ("assessments") is mandatory for all property owners. The Association's current Collection Policies and Procedures, which supersede and replace any previously recorded Collection Policy, are as follows:

1. The Association mails out invoices for the annual assessment at least thirty (30) days before the due date.
2. Payment in full is due annually in advance on January 1 of each year. However, there is no late fee, penalty or interest charged so long as the full payment is received by the Association on or before January 31 of each year.
3. Should an Owner fail to pay the full amount of the assessment currently due on or before January 31 of any year, the Association may apply the following schedule:

a) At any time after January 31, the Association may authorize the preparation and recording of an Affidavit or Notice of Lien (e.g., identifying the delinquent property by address and legal description, identifying the Owner(s), and evidencing the amount of the current delinquency). The amount of the current delinquency will include the costs of preparing and recording the Affidavit or Notice of Lien.

- b) A late fee, in an amount determined by the Board, may be added to each delinquent account on February 1st. Additionally, the Association may charge interest at the rate it is entitled to under its Governing Documents/Dedictory Instruments. In the event that no interest rate is specified, the statutory rate (e.g., six percent (6%) per annum) may be charged.
- c) An administrative fee or fees (or managerial fee or fees) may be applied to each delinquent account. Further, the charge(s) for any managerial follow-up, notice and/or demand letters, as applicable, will be applied to the Owner's assessment account.
- d) Prior to a delinquent account being initially referred to the Association's attorney for legal action (other than the preparation and recording of an Affidavit or Notice of Lien as described in "a" above), the Association will mail a forty-five (45) day statutory notice letter to the property owner(s).
- e) During the course of a payment plan, the Association may charge interest at the rate it is entitled to under its Governing Documents/Dedictory Instruments and may also charge reasonable costs of administering the payment plan (which may be a one-time charge or charged per month). There may also be a fee charged for setting up the payment plan.
- f) If an Owner(s) default(s) on a payment plan, the payment plan is automatically terminated and the Association is not obligated to make another payment plan with that owner(s) relative to annual assessments and/or special assessments for the next two (2) years.
- g) All items that remain delinquent with no payment arrangements, or with defaulted payment arrangements, may be referred to the Association's Attorney for a legal demand letter(s) and further legal action as may be authorized by the Association.
- h) Pursuant to the Restrictions, and pursuant to applicable Texas Statutory Law, legal fees, expenses and costs incurred in the Association's effort to collect a delinquent assessment account (including, but not limited to, the preparation and recording of a Notice of Lien and Affidavit of Delinquent Assessments and/or subsequent Release thereof), will be charged back to the assessment account and shall be secured by the Association's assessment lien, and reimbursement thereof shall be the responsibility of the Owner(s).
- i) All delinquent items, whether with the attorney's office or whether being handled by the manager, are subject to periodic review by the Association's Board or an appointed Committee.
- j) Returned Check Fee(s), in addition to any bank charges, will be charged to the Owner(s), and reimbursement thereof shall be the responsibility of the Owner(s).
- k) All items placed with the Association's attorney will remain with the attorney's office until paid in full.

(Certification, Signature and Acknowledgment are Contained on Page 3 Hereof)

CERTIFICATION

"I, the undersigned, being the President of SPRING CREEK PINES HOMEOWNERS ASSOCIATION, INC., heroby certify that the foregoing Collection Policy Resolution was adopted by at least a majority of the Association's Board of Directors, and such Collection Policy Resolution has never been modified or repealed, and is now in full force and effect."

SPRING CREEK PINES HOMEOWNERS ASSOCIATION, INC.

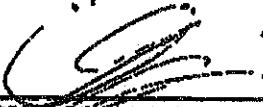
By: David Trout . . .
Printed Name:
Office Held: President

ACKNOWLEDGMENT

**THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §**

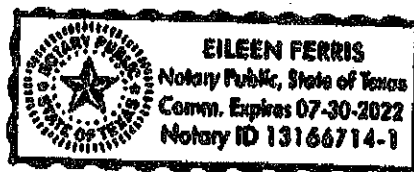
BEFORE ME, A NOTARY PUBLIC, on this day personally appeared David Trout President of SPRING CREEK PINES HOMEOWNERS ASSOCIATION, INC., a Texas Non-Profit Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and for the consideration therein expressed, and as the act and deed of such Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 1st day of December, 2021.



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

After recording, return to:
Consolidated Management Services
128 Vision Park Boulevard, Suite 110
Shenandoah, Texas 77384



Spring Creek Pines Homeowners Association, Inc.
Collection Policy (e.g., Regarding Delinquent Assessments, Fees and Charges)

E-FILED FOR RECORD
12/13/2021 11:05AM



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.

12/13/2021



County Clerk
Montgomery County, Texas