

Eastland County  
Cathy Jentho  
County Clerk  
Eastland, TX 76448

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(Parties listed above are for Clerks reference only)

**\*\*Examined and Charged as Follows:\*\***

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Recorded By: Donna Robertson

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\*\*\*\*\*DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed on the date and time stamped herein and was duly recorded in the Official Public Records of Eastland County, Texas



A handwritten signature in cursive script that reads 'Cathy Jentho'.

Cathy Jentho  
Eastland County Clerk

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**Record and Return To:**

HIDDEN SHORES ON LAKE CISCO POA  
P. O. BOX 200145  
AUSTIN, TX 78720



DECLARATION *RU*

HIDDEN SHORES ON LAKE CISCO, CISCO, TEXAS

**COLLECTION POLICY AND PAYMENT PLAN POLICY**

WHEREAS, the property encumbered by these Collection Policy and Payment Plan Policy (the "Policy") is that property initially restricted by the Deed Restrictions for HIDDEN SHORES ON LAKE CISCO, recorded with the Official Public Records of Eastland County, as same has been or may be amended from time to time ("Declaration"), and any other subdivisions which have been or may be subsequently annexed thereto and made subject to the authority of the HIDDEN SHORES ON LAKE CISCO, CISCO, Texas; and

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

WHEREAS, the Board has determined that it is in the best interest of the Association to establish these Policies.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt this Collection Policy and Payment Plan Policies, which shall be binding on all owners and lots within the subdivision.

**I. COLLECTION POLICY**

1. ASSESSMENT PERIOD AND NOTICE

The Association shall prepare an annual budget for the Association and deliver a copy of the annual budget to the Members along with, or prior to, the delivery of the invoice sent to each Owner for the Annual Assessment. The Association shall strive to deliver the annual budget and the Annual Assessment invoice at least thirty (30) days before the start of each calendar year.

2. DUE DATE

All assessments are due on JANUARY 31 of each year. If any assessment due the Association is not paid on the date when due, then such assessment shall be become delinquent thirty (30) days after the due date. Charges disputed by an owner are considered delinquent until such time as they are paid in full. Payments received after the due date are considered delinquent and the entire amount due may be transferred to a Payment Plan as set forth in Section II of these Policies.

3. **INTEREST**

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate set forth in the Declaration until the assessment is paid in full.

4. **DELINQUENCY NOTIFICATION**

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

- a. **PAST DUE NOTICE:** In the event that an assessment account balance remains unpaid thirty (30) days from the due date, a Past Due Notice may be sent 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 Policies. In the event an owner chooses to enter a Payment Plan, a monthly charge may be added to each delinquent Owner's account balance for administrative costs related to the Payment plane and such additional administrative costs will continue until the entire balance is paid in full.
- b. **DEMAND LETTER:** In the event that an assessment account balance remains unpaid sixty (60) days or later from the due date, a Demand Letter may be sent to each owner with a delinquent account setting forth all assessments, interest and other amounts due. The Demand Letter will contain a statement that the entire remaining unpaid balance of the Assessment is due and the the owner is entitled to a Payment Plan as set forth in Section II of these Policies.
- c. **FINAL NOTICE:** In the event the entire assessment is not paid in full or there is a default on the payment plan, where an assessment account balance remains unpaid for ninety (90) days or later from the due date, a Final Notice may be sent via certified mail to each delinquent owner. The Final Notice will set for the following information and the result of failure to pay, including an explanation of:
  - i. **AMOUNTS DUE:** All delinquent assessments, interest and other amounts due;
  - ii. **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 30 days from the 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 30 days after receipt of the 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;

III. MILITARY NOTICE: If the owner is serving on an active military duty, the owner may have special rights or relief related to the enforcement action under federal law, including the Service members Civil Relief Act.

5. REFERRAL OF ACCOUNT TO ASSOCIATION'S 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.

6. 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.

7. REQUIRED ACTION

Nothing contained herein, not otherwise required by the Declaration or by law, 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.

8. PAYMENTS RETURNED NON-SUFFICIENT FUNDS

An owner will be assessed a service charge for any check that is returned, credit card payment that is disputed or charged back, 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.

## II. PAYMENT PLAN

The Association hereby establishes a Payment Plan schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments, or 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 Schedule is as follows:

- A. Subject to subsection K below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
- B. Late fees, penalties and delinquent collection related fees will not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
- C. All Payment Plans must be in writing on the form provided by the Association and signed by the owner.
- D. The Payment Plan becomes effective and is designated as "active" upon:
  - i. Receipt of a fully completed and signed Payment Plan form; and
  - ii. Receipt of the first payment under the plan; and
  - iii. Acceptance by the Association as compliant with this Policy.
- E. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the Policies below. The durations listed below are provided as Policies to assist owners in submitting a Payment Plan. The option for payment plans are 6, 12, or 18 months.
- F. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
- G. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
- H. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the owner:
  - i. Fails to return a signed Payment Plan form with the initial payment; or
  - ii. Misses a payment due in a calendar month; or
  - iii. Makes a payment for less than the agreed upon amount; or
  - iv. Fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.The Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.

I. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.

J. If a Payment Plan is voided, the full amount due by the owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.

K. The Association has no obligation to make a Payment Plan available to any owner:

- i. After the expiration of a period of at least 30 day given to the owner to cure the original delinquency; or
- ii. Who has defaulted on the terms of a Payment Plan within the last two (2) years; or
- iii. Who has entered into a payment plan more than once in any 12-month period.

### III. APPLICATION OF PAYMENTS

A. Except as provided in subsection B immediately below, a payment received by the Association under an active Payment Plan shall be applied in the following order of priority:

- i. Any delinquent assessment;
- ii. Any current assessment;
- iii. 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;
- iv. Attorney's fees not subject to "3" above;
- v. Fines;
- vi. Any other amount owed to the Association.

B. The Association's manner of applying payments received that are not under an active Payment Plan are outlined below. If/when an owner defaults on a Payment Plan, the remaining delinquent amount will become due in full and the Association may begin further collection action as set out above in Article I (4)(C). Any payment(s) received by the Association after such default of a Payment Plan 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; and
7. Fines

As to each category identified in this subsection B, payment shall be applied to the most aged 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.

**CERTIFICATION**

I hereby certify that, as President of the HIDDEN SHORES ON LAKE CISCO Property Owners Association, Cisco, TX., the foregoing Collection Policy and Payment Plan Policies were approved on the 19th of August, 2020 at a meeting of the Board of Directors at which a quorum was present.

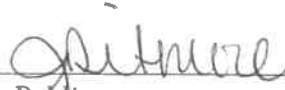
DATED, this the 2<sup>nd</sup> day of September, 2020.



Athena J. Black, President  
HIDDEN SHORES ON LAKE CISCO, CISCO, TX

STATE OF TEXAS  
COUNTY OF Taylor

This was acknowledged before me on this 2<sup>nd</sup> day of September, 2020 by  
TX DL



Notary Public  
State of Texas

After Recording Please Return To:  
HIDDEN SHORES ON LAKE CISCO POA  
PO Box 200145  
Austin, TX. 78720

