

RESOLUTION AMENDING POLICIES, RULES AND REGULATIONS GOVERNING
COLLECTIONS OF ASSESSMENTS AND OTHER CHARGES
FOR
BEAR CREEK RANCH HOMEOWNERS ASSOCIATION, INC.
(the "Association")

WHEREAS, the Association, desires to modify its current collection policy for the Association for delinquent regular or special assessments or any other amount owed to the Association filed in the Real Property Records of Dallas County, Texas, on December 30, 2011, as Document Number 201100341166; and

BE IT RESOLVED, that any part of any collections policy currently in effect for the Association that is in conflict with this Resolution is hereby rescinded; and

BE IT FURTHER RESOLVED, that the Association's collection policy and processes shall be as follows, effective April 1, 2014:

1. Regular Assessments are paid monthly and shall be due on the 1st day of each month. Regular Assessment payments will be considered delinquent if payment has not been received by the 31st day of January; and
2. A delinquency shall include regular assessments, special assessments and individual assessments. **Due dates may vary for Special Assessments and Individual Assessments based on type. Payment and delinquency schedules for Special and Individual Assessments shall follow the rules and guidelines as they are set forth in the governing documents. If the governing documents fail to address specific schedules the thirty (30) day rule shall apply.** Any unpaid assessments, fines and any other amounts owed by an Owner which are not paid when due shall be subject to this collection policy and may accrue interest thereon as may be determined by and at the sole discretion of the Board of Directors of the Association at any time and from time to time and shall bear interest from the date due until paid at the rate of eighteen percent (18%) per annum but, not in excess of the maximum rate allowed by applicable law (the "Default Interest Rate"); and
3. If any assessment or any part thereof remains unpaid after the appropriate number of days has elapsed, a monthly late charge shall be assessed against the non-paying Owner's account. Should the assessment be payable in installments, the Association is authorized to accelerate the entire assessment and demand immediate payment thereof. The late charge shall be in the amount of **Twenty-Five and No/100 Dollars (\$25.00)** and shall be payable to the Association. The late charge shall be assessed to the non-paying Owner's account;and

4. The Association's Managing Agent shall be entitled to charge the non-paying Owner a monthly collection fee in the amount of **Fifteen and No/100 Dollars (\$15.00)** each month any assessment or any part thereof remains unpaid to compensate Managing Agent for its administrative costs and efforts to collect and process the late payment of assessments. The collection fee shall be assessed to the non-paying Owner's account; and
5. A Service Charge in the amount of **Thirty-Five and No/100 Dollars (\$35.00)** shall be charged for each check that is returned because of insufficient funds or any other reason. This fee shall be assessed to the Owner's account and is payable to the Association for reimbursement of bank charges and fees; and
6. The Association wishes to set forth the following criteria for the collection of unpaid assessments or any other amounts owed;
 - a. When an account becomes delinquent and so long as the balance due is Ten and No/100 Dollars (\$10.00) or more a "First Notice" shall be mailed by regular U.S. mail to the non-paying Owner. This notice is also sometime known as a "Friendly Reminder." This notice may be a statement of account or shall include a statement of account and shall provide a minimum of ten (10) days in which payment of the delinquent amount owed can be paid.
 - b. After the "First Notice" is sent and a minimum of ten (10) days has passed and if the non-paying Owner fails to pay the full delinquent amount owed, a "Second Notice" shall then be sent by regular U.S. mail. The "Second Notice" shall include a statement of account and may include wording advising the non-paying Owner that failure to pay the amount due may result in the account being turned over to the Association's attorney for further collection action. The "Second Notice" shall provide a minimum of ten (10) days in which payment of the delinquent amount can be paid.
 - c. Should the non-paying Owner fail to pay the full amount due after the First and Second Notice the Association or its Managing Agent shall send to the non-paying Owner a "30 Day Demand Letter" which shall be sent by regular and certified U.S. mail. The "30 Day Demand Letter" shall contain sufficient warning to the non-paying Owner that failure to pay may result in the account being referred to the Association's attorney without further notice. After thirty (30) days if payment to the account is not made, the Association or its Managing Agent shall at its discretion, proceed with referral to the attorney for collection on any account with a balance equal to or greater than one (1) month's assessment. The Managing Agent shall be entitled to a fee of **Ten and No/100 Dollars (\$10.00)** for every 30 Day Demand Letter processed to compensate Managing Agent for its administrative costs and efforts. This fee shall be assessed to the non-paying Owner's account.

7. **Referrals of non-paying accounts to the Association's attorney shall be done by the Managing Agent. The Association's attorney shall be instructed to file a lien against the non-paying Owner's property/lot as part of the collections process. All foreclosure processes shall require the approval of the Board of Directors.** All late charges, collections fees, service charges and attorney's fees assessed or incurred due to late payment of assessments shall be charged to an Owner's account which shall be part of the delinquency and shall be payable and secured in the manner as provided in the Association's governing documents and / or under Texas Property Code 204.010. The Association may file suit to recover any unpaid assessment and, in addition to collecting such assessment and charges or fees thereon, may also recover all expenses reasonably expended in enforcing such obligation, including reasonable attorney's fees and court costs.
8. The Board of Directors may but, is not obligated to waive any portion of charges and / or fees owed to the Association. All requests must be in writing and presented to the Managing Agent for presentation to the Board. In order for the Board to make an informed decision, every request must include the reason for the waiver request and the amount of waiver requested. No request will be considered without this information provided.

Bear Creek Ranch has adopted an alternative payment schedule guidelines for Owners requesting a payment plan. Owners interested in obtaining a payment plan should contact the Association's Managing Agent for information.

This is to certify that the foregoing Collection Policy was adopted by the Board of Directors, in Accordance with Section 209.0062 of the Texas Property Code. Original on file.

Name: Alvin Jackson

Title: President

Date: April 1, 2014