

TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION

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

TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION (the "Association") is a Texas Non-Profit Corporation and a property owners' association. The undersigned, being the Association's President and a Director of the Association, submits this instrument on behalf of the Association. This instrument supersedes any prior Association Collection Policy filed by the Association. The Association certifies as to the following:

- I. The name of the Subdivision(s) is/are BOCA CHICA, Sections One (1) through Eight (8), inclusive.
- II. The name of the Corporation is TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION, sometimes referred to herein as the "Association."
- III. The Association has jurisdiction over the Boca Chica Subdivision, Sections One (1) through Eight (8), inclusive. The maps or plats, respectively, are recorded in the Plat Records of Jackson County, Texas, as follows:

- 1) Section One (1)-- Slide 156-B;
- 2) Section Two (2)-- Slide 157-A;
- 3) Section Three (3), Phase One (1)-- Slide 160-B;
- 4) Section Three (3), Phase Two (2)-- Slides 161-A and 161-B;
- 5) Section Four (4)-- Slides 162-A and 162-B;
- 6) Section Five (5)-- Slide 163-B;
- 7) Section Six (6)-- Slide 170-A;
- 8) Section Seven (7)-- Slides 169-A and 169-B; and
- 9) Section Eight (8)-- Slides 171-A and 171-B.

- IV. The "Restrictions" for each Section of Boca Chica Subdivision are recorded in the Deed Records of Jackson County, Texas, as follows:

- 1) Sections One (1) and Two (2) -- Vol. 618, P. 1035 et. seq. and Vol. 619, P. 451 et. seq.;
- 2) Section Three (3), Phases One (1) and Two (2), Section Four (4) -- Vol. 627, P. 1018 et. seq.;
- 3) Section Five (5) -- Vol. 648, P. 208 et. seq.;
- 4) Section Six (6) -- Vol. 667, P. 820 et. seq.;
- 5) Section Seven (7) -- Vol. 667, P. 829 et. seq.; and
- 6) Section Eight (8) -- Vol. 680, P. 1052 et. seq.

- V. **COLLECTION POLICY:** The following Collection Policy was approved by at least a majority vote of the Board of Directors of TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION (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 Boca Chica 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/Dedicatory 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/Dedicatory 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 4 Hereof)

CERTIFICATION

“I, the undersigned, being the President of TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION, hereby 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.”

TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION

By: Clint Hammonds
CLINT HAMMONDS, President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF JACKSON §

BEFORE ME, A NOTARY PUBLIC, on this day personally appeared CLINT HAMMONDS, President of TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION, a Texas Non-Profit Corporation and Property Owners’ Association, 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 12 day of January, 2021. HH



Heather Hawkins
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

After recording, return to:
Tri-County Point Property Owners Association
14 County Road 480
Palacios, Texas 77465-1642

Tri-County Point Property Owners Association
Collection Policy (e.g., Regarding Delinquent Assessments, Fees and Charges)

FILED and RECORDED

Instrument Number: 2022-00156 B: OR V: 653 P: 733

Filing and Recording Date: 01/12/2022 02:02:19 PM Recording Fee: 38.00

I hereby certify that this instrument was FILED on the date and time stamped heron and RECORDED in the OFFICIAL PUBLIC RECORDS of Jackson County, Texas.



A handwritten signature in black ink, appearing to read "KR Brooks", is written over a horizontal line.

Katherine R. Brooks, County Clerk
Jackson County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.