RESOLUTION OF THE BOARD OF DIRECTORS OF THE NAPA OAKS OWNERS' ASSOCIATION, INC. REGARDING ASSESSMENT COLLECTIONS AND PAYMENT PLANS

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

WHEREAS, the Bylaws of The Napa Oaks Owners' Association, Inc. (hereinafter the "Association") grant to the Board of Directors the powers and duties necessary for the administration of the affairs of the Association for the operation and maintenance of a first-class residential development; and,

WHEREAS, there is a need for, and the Board of Directors desires to establish, a uniform and systematic procedure to collect assessments and other charges of the Association; and,

WHEREAS, pursuant to Section 209.0062, Texas Property Code, property Owners associations are required to adopt reasonable guidelines to establish an alternative payment schedule by which an Owner may make partial payments for delinquent regular or special assessments or other amounts owed to the Association; and,

WHEREAS, at a properly-called regular meeting of the Board of Directors at which a quorum was present came to be heard the matter of adoption of a collection and payment plan resolution;

NOW, THEREFORE, BE IT, AND IT IS HEREBY RESOLVED THAT the Association does hereby adopt the following policy and procedures for the collection of assessments and other charges of the Association, and for payment plans in connection therewith, in complete replacement and substitution of all prior policies pertaining to those activities, to-wit:

A. Collections Procedure

1. **Payment Schedule**. The annual assessments levied by the Association are due and payable quarterly, on January 1st, April 1st, July 1st, and October 1st of each year. Special assessments are due on the date established by the Board of Directors. Fees not received by forty-five days after the date a statement covering such assessment has been mailed or otherwise delivered to the lot Owner will be considered late. Failure to pay any part of the annual assessment on time will result in the entire annual assessment becoming immediately due and payable.

2. **Returned Check Charge**. A charge of $25.00 will be assessed to reimburse the Association for its costs incurred due to checks returned unpaid.

3. **Interest Charge and Collections Expense**. Any assessments not paid within forty-five days after the due date shall bear interest from the due date at the rate of eighteen percent per annum. In addition, costs of collection shall be added to delinquent accounts.

4. **Partial Payment.** Partial payments will generally not be accepted except for those made pursuant to approved written payment plans (the procedures for which are established more fully below). 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.

5. **Order of Crediting Payments**. All payments received shall be applied in the following categorical order of priority to the oldest amount due:
    a. Assessments
    b. Attorney's fees incurred for collection of assessments;
    c. Other attorney's fees;
    d. Any other amounts owed to the Association.

6. **Notice Process**. The following notification process will be taken by the Association to collect assessments and other amounts owed to the Association by Owners:

    - **Statements.** Statements shall be mailed to Owners at their last known address at least fourteen days prior to the due date of any assessment.

    - **First Delinquency Notice**. The first notice of past due charges will include details of all amounts past due and a request for immediate payment to be sent by First Class Mail to an Owner whose balance is thirty days past due.

    - **Second Delinquency Notice**. The second notice of past due charges will also include details of all amounts past due and a request for immediate payment to be sent by First Class Mail to an Owner whose balance is sixty days past due.

    - **Final Notice**. A forty five-day demand for payment will include details of all amounts past due and request for payment to be sent by First Class Mail and Certified Mail, Return Receipt Requested to an Owner whose balance is ninety days past due. The notice shall specify each delinquent amount and the total amount of payment required to make the account current and describe the options the

Owner has to avoid having the account turned over to an attorney, including information regarding the availability of a payment plan (as set forth more fully below). This notice will advise the Owner of the Association's intent to turn the matter over to an attorney for collection enforcement if the balance is not paid within forty-five days, and that this action will also result in attorney fees being charged to the Owner as set by a schedule agreed to by the Board, a copy of which is available on request.

7. **Referral of Account to Association Attorney**. If an account remains delinquent 120 days after it became due, then the account shall be referred to the Association's attorney for collection The attorney is authorized to take whatever action is necessary believed to be in the best interests of the Association, including, but not limited to, filing a lien affidavit; filing a suit against the delinquent Owner for a money judgment and/or for foreclosure; foreclosing the assessment lien; and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interest.

8. **Owner Address**. It shall be the responsibility of each Owner to keep the Association advised of their current mailing address if different than their address in the subdivision. All notices will be mailed to each Owner at their property address in the subdivision or to the last address on the books and records of the Association as shall be provided by the Owner to the Association.

9. **Waiver/Modification of Policy**. The Board in its discretion may grant a waiver of any provision or otherwise modify any of the procedures contained herein upon petition of an Owner showing a personal hardship.

10. **Required Action**. Nothing contained in this Resolution shall require the Association to take any of the specific actions contained herein. The Board of Directors 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.

B. Payment Plan Guidelines

1. **Written Plans Required.** All payment plans must be in writing, signed by one or more Owners of the property associated with the delinquent balance, approved by the signature of the President of the Association or the Association Manager, and provide that the Owner shall pay future assessments when due, in addition to any arrearage payment due under a payment plan.

2. **Eligibility.** To be qualified for a payment plan an Owner must not have failed to honor the terms of two previous payment plans in the two years prior to a request for a new payment plan.

3. **No Penalties Applied.** No monetary penalties shall accrue on balances while a payment plan is in effect, but reasonable costs associated with administering the plan and interest shall continue to accrue.

4. **Balances Under $300.** Any qualified Owner who owes a delinquent balance of $300 or less shall be allowed, without deliberation by the Board, to pay that balance in three equal consecutive monthly installments, with the first payment due within the first thirty-day period following of the approval of the payment plan.

5. **Balances Over $300.** Any qualified Owner who owes a delinquent balance of more than $300 shall be allowed, without deliberation by the Board, to pay that balance by paying twenty-five percent of the balance during the first thirty-day period following of the approval of the payment plan, with the remaining delinquent balance to be paid in six equal consecutive monthly installments.

6. **Non-Conforming Proposals.** Any Owner may submit a request for a payment plan that does not meet the foregoing guidelines, along with whatever information they wish the Board to consider, and the Board may approve or disapprove such payment plan, in its sole discretion.

7. **Ineligible Owners.** If an Owner who is not qualified to receive a payment plan asks for a payment plan, the Board shall be entitled to approve or disapprove a payment plan, in its sole discretion.

Executed on the 13th day of December, 2022.

THE NAPA OAKS OWNERS' ASSOCIATION, INC.

By: _____
Ryan Chastain, Its President

ATTEST:

By: _____
Ana Kubiak, Its Secretary

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned notary public, on this day personally appeared Ryan Chastain, President of The Napa Oaks Owners' Association, Inc., known to me or proved to me by presentation to me of a governmentally-issued identification card to be o one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 20 day of December, 2022.

Notary Public, State of Texas

NOTARY PUBLIC
Yvonne Lopez
Exp. 07/15/2025
ID No. 7089429
STATE OF TEXAS

STATE OF TEXAS §
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COUNTY OF BEXAR §

Before me, the undersigned notary public, on this day personally appeared Ana Kubiak, Secretary of The Napa Oaks Owners' Association, Inc., known to me or proved to me by presentation to me of a governmentally-issued identification card to be one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 20 day of December, 2022.

Notary Public, State of Texas

NOTARY PUBLIC
Yvonne Lopez
Exp. 07/15/2025
ID No. 7089429
STATE OF TEXAS

AFTER RECORDING RETURN TO:
The Napa Oaks Owners' Association, Inc.
c/o Tom L. Newton, Jr.
Allen, Stein & Durbin, P.C.
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San Antonio, TX 78201

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