



LAKEMONT COMMUNITY ASSOCIATION, INC.
FIRST AMENDED AND RESTATED
COLLECTION POLICY AND PAYMENT PLAN GUIDELINES

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

WHEREAS, Lakemont Community Association, Inc. (the “Association”), is the governing entity for the real property described in Exhibit “A” attached hereto (the “Subdivision”); and

WHEREAS, the Subdivision is governed by the First Amended Lakemont Community Association, Inc. Declaration of Covenants, Conditions and Restrictions, recorded in the Real Property Records of Fort Bend County, Texas, under Clerk’s File No. 2003032959, along with any amendments and supplements thereto (the “Declaration”); and

WHEREAS, Chapter 209 of the Texas Property Code was amended, effective January 1, 2012, to add Section 209.0062, which requires the Association to adopt and record alternative payment schedule guidelines (“Payment Plans”) for assessments; and

WHEREAS Section 204.010(a)(10) of the Texas Property Code authorizes the Association, by and through its Board of Directors, to impose late charges for late payments of regular assessments or special assessments; and

WHEREAS Section 204.010(a)(12) of the Texas Property Code authorizes the Association, by and through its Board of Directors, to charge costs to an Owner’s assessment account and collect the costs in any manner provided in the Declaration for the collection of assessments; and

WHEREAS Article V of the Declaration empowers the Association to levy and collect assessments along with interest, costs, and attorneys’ fees that result from a Lot becoming delinquent in the payment of assessments; and

WHEREAS this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code §202.001, et. seq, and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

WHEREAS, the Association desires to amend its existing collection policy and payment plan guidelines in order to provide uniform and definitive guidance to Owners who desire options for paying their delinquent balance to the Association; and

NOW THEREFORE, in order to comply with Section 209.0062, the Association hereby amends and restates the Collection Policy and Payment Plan Guidelines as follows:

I. COLLECTION POLICY

1. ASSESSMENT PERIOD

The Board has the duty of establishing and adopting an annual budget, in advance, for each fiscal year of the Association covering the estimated costs of operation of the Association during each calendar year.

2. NOTICE

The Board shall fix the amount of the annual assessment against each lot for the following year and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Upon completion of the roster, written notice of the assessment may be sent to every owner subject to the assessment. An owner may not escape liability or be entitled to a deferral of interest, fines or collection costs with regard to delinquent assessments on the basis of such owner's failure to receive notice, if such notice was sent via regular mail to the most recent address of the owner according to the records of Association. Each owner shall have the obligation to notify the Association in writing of any change in address which shall become effective five days after written notice has been received.

3. DUE DATE

All assessments are due on January 1st for that assessment year. If any assessment due the Association is not paid on the date when due, then such assessment shall be become delinquent if not paid by January 31st of that assessment year. Charges disputed by an owner are considered delinquent until such time as they are paid in full.

4. 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 of ten percent (10%) as set forth under Article V Section 7 of the Declaration until the assessment is paid in full.

5. DELINQUENCY NOTIFICATION

The Association may cause to be sent the following notification(s) to delinquent owners (the Association may choose to send more notices in the discretion of the Board depending on the severity of the delinquency amount and/or prior delinquency history of the owner):

- a. PAST DUE NOTICE: In the event that an assessment or other amount due the Association becomes delinquent, a Past Due Notice will be sent via regular mail to each owner with a delinquent account. The notice will specify each delinquent amount including assessments, interest accrued and any other amount due as of the date of the Past Due Notice. The Past Due Notice will provide the delinquent owner at least 30 days to cure the delinquency by paying all amounts owed to the Association.
- b. FINAL NOTICE: In the event an assessment account balance remains unpaid after expiration of the Past Due Notice, a Final Notice will be sent via certified mail to each delinquent owner. The Final Notice will:

- i. Specifies each delinquent amount and the total amount of the payment required to make the account current;
- ii. Describes the options the owner has to avoid having the account turned over to a collection agent or legal counsel, including information regarding availability of a payment plan through the Association; and
- iii. Provides a period of at least forty-five (45) days for the owner to cure the delinquency before further collection action is taken.
- iv. 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 thirty (30) days from 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 thirty (30) days after receipt of 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.
- v. COMMON AREA RIGHTS SUSPENSION: If a hearing is not requested within thirty (30) days from receipt of the Final Notice, the owner's use of recreational facilities and common properties may be suspended.
- c. NOTICE OF TURNOVER TO COLLECTION AGENT/ATTORNEY: If the owner does not cure the delinquency or enter into a payment plan within forty-five (45) days from the date the Final Notice is mailed, member privileges will be suspended, the account may be sent to the Association's attorney for collection and attorney's fees and expenses will be charged to the owner's assessment account.

All notices and letters provided for herein, as well as all notices and invoices for the payment of assessments, will be provided to each Owner at the address appearing for said Owner in the books and records of the Association, and **it is the duty of each Owner to update the Association in the event of a change of address.**

6. REFERRAL OF ACCOUNT TO ASSOCIATION'S ATTORNEY

Upon referral of the account to the Association's attorney, the attorney is authorized to take whatever lawful actions it deems necessary to collect the delinquent balance, including but not limited to: sending demand letters, filing a lien notice, filing a lawsuit against the delinquent owner for a money judgment and judgment for foreclosure of 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 interests. In the event the Association has determined to foreclose its lien provided in the Declaration, the same will be done through judicial foreclosure. A lien notice may not be filed until 90 days after the Final Notice has been mailed to the owner.

7. 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.

8. 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.

II. PAYMENT PLAN

1. PAYMENT PLAN SCHEDULE

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. The term for the Payment Plan is six (6) months;
- b. A Payment Plan shall require twenty percent (20%) of the delinquent amount to be paid at the inception of the Payment Plan, with the balance being due and payable in five (5) equal payments due on the first day of each month;
- c. Failure to pay the initial payment of twenty percent (20%) of the delinquent amount shall be considered a default of the Payment Plan;
- d. An owner, upon written request, may request a longer period of time;
- e. The Association is not required to offer a Payment Plan during the two (2) years following an owner's default under a previous Payment Plan.

2. APPLICATION OF PAYMENTS

- a. Except as provided in subsection (b) immediately below, a payment received by the Association 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 "iii." above;
 - v. Fines;
 - vi. Any other amount owed to the Association.

- b. 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. Any payment(s) received by the Association after such default of a Payment Plan shall be applied in the following order of priority:
- i. Costs;
 - ii. Attorney fees;
 - iii. Interest;
 - iv. Late fees;
 - v. Delinquent assessments;
 - vi. Current assessments;
 - vii. 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.

3. PAYMENTS RETURNED NON-SUFFICIENT FUNDS

An owner will be assessed a service charge for any check that is returned 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.

[SIGNATURES ON FOLLOWING PAGE]

CERTIFICATION

“I, the undersigned, being the president of Lakemont Community Association, Inc. hereby certify that the foregoing was adopted by at least a majority of the Lakemont Community Association’s Board of Directors, at an open Board meeting, properly noticed to the members, at which a quorum of the Board was present.”

By: [Signature], President

Print Name: ANGELA CO

Date: 10/31/23

ACKNOWLEDGEMENT

STATE OF TEXAS

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COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 31 day of October, 2023.

[Signature]
Notary Public, State of Texas

PREPARED AND E-RECORDED BY:
HOLTTOLETT, P.C.
9821 Katy Freeway, Suite 350
Houston, Texas 77024

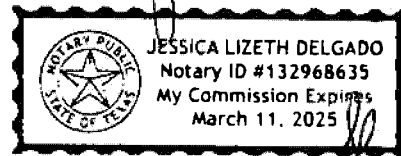


EXHIBIT “A”

Lakemont, Section 1, under Slide No. 2561/B;

Lakemont, Section 2, under Slide No. 2387/A-B;

Lakemont, Section 3, under Slide No. 2374/A-B;

Lakemont, Section 4, under Slide No. 2375/A-B

Lakemont, Section 5, under Slide No. 2467B;

Lakemont, Section 6, under Slide No. 2468B;

Lakemont, Section 7, under Slide No. 2554/A;

Lakemont, Section 8, under Slide No. 2565/B;

Lakemont, Section 9, under Slide No. 2566/A;

Lakemont, Section 10, under Instrument No. 20040043;

Lakemont, Section 11, under Instrument No. 20040135;

Lakemont, Section 12, under Instrument No. 20040032;

Lakemont, Section 13, under Instrument No. 20040031;

Lakemont, Section 14, under Instrument No. 20040086;

Lakemont Ridge, Section 1, under Instrument No. 20060207;

Lakemont Ridge, Section 2, under Instrument No. 20070045;

Lakemont Meadows, Section 1, under Instrument No. 20040228;

Lakemont Meadows, Section 2, under Instrument No. 20050022;

Lakemont Meadows, Section 3, under Instrument No. 20050237;

Lakemont Terrace, Section 1, under Instrument No. 20050025;

Lakemont Terrace, Section 2, under Instrument No. 20050029;

Lakemont Terrace, Section 3, under Instrument No. 20050229;

Lakemont Manor, Section 1, under Instrument No. 20060173;
Lakemont Manor, Section 2, under Instrument No. 20070019;
Lakemont Manor, Section 3, under Instrument No. 20070020;
Lakemont Trace, Section 1, under Instrument No. 20050024;
Lakemont Shores, Section 1, under Instrument No. 20070091;
Lakemont Shores, Section 2, under Instrument No. 20090103 and 20100033;
Lakemont Shores, Section 3, under Instrument No. 20110018;
Lakemont Court, Section 1, under Instrument No. 20050186;
Lakemont Cove, Section 1, under Instrument No. 20050023 and 20090113;
Lakemont Cove, Section 2, under Instrument No. 20050228;
Lakemont Cove, Section 3, under Instrument No. 20060169;
Lakemont Grove, Section 1, under Instrument No. 20050119;
Lakemont West Ridge, Section 1, under Instrument No. 20100147;
Lakemont West Ridge, Section 2, under Instrument No. 20120101;
Lakemont Lake Bend, Section 1, under Instrument No. 20120027
Lakemont Lake Bend, Section 2, under Instrument No. 20120183
Lakemont Commercial Reserve, Section 1 replat, under Instrument No. 20100171;

All recorded in the Real Property Records of Fort Bend County, Texas, along with any amendments, supplements and replats thereto and any other property annexed into the jurisdiction of the Lakemont Community Association, Inc.