

Willow Wood (Shavano Park) Homeowners Association, Inc.

**FIRST AMENDED COLLECTION POLICY AND PAYMENT PLAN
GUIDELINES**

Recitals

This document supersedes and replaces the Willow Wood (Shavano Park) Homeowners Association, Inc. Collection Policy and Payment Plan Guidelines dated 18 October 2011, recorded as the Bexar County Clerk's Document Number 20110218282.

The Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions of the Willow Wood (Shavano Park) Homeowners Association, Inc., recorded as the Bexar County Clerk's Document Number 20220095174 (the "Declaration"), provides for the levying and collection of Annual Assessments and Special Assessments from all Owners; and of certain other charges and Assessments from individual Owners for specified violations of the Declaration. Any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified.

The Declaration authorizes the Association to bring a civil action against an Owner, and grants a lien to the Association against a Lot and all improvements thereon for unpaid Assessments, late payment penalties, accrued interest, administrative fees, and costs of collection.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Association that the following policy and guidelines shall apply to the invoicing of Owners for Assessments; the notices to be given to Owners regarding delinquent and unpaid Assessments; the penalties, interest, and collection costs applicable to such delinquencies; the availability of a payment plan for curing such delinquencies; and the legal recourse available to the Association for non-payment, including the filing and foreclosure of liens against the Lot(s) of such Owners.

I. COLLECTION POLICY

1. Invoicing

- a. Invoices for one-fourth of each Annual Assessment will be sent to Owners on a quarterly basis at the addresses reflected in the records of the Association. Owners are responsible to give the Manager written notice of a change of address, which will become effective five days after the notice is received. Invoices will be sent by First Class Mail about two weeks before the first day of January, April, July, and October, but this schedule may vary slightly because of weekends and holidays.

- b. By comparison, the invoicing and Due Date for payment of Special Assessments approved by the Association's Members will be governed by terms to be adopted by the Board of Directors in accordance with the Declaration. Other Assessments and charges, if applicable, will be due and payable by the Owner on the Due Date specified on the invoice mailed by the Manager.
- c. The Owner must notify the Manager by the fifteenth (15th) day of the month in which an Annual Assessment payment is due if no invoice has been received. It shall be no defense to the Owner's obligation to make Annual Assessment payments because the Owner did not receive an invoice.

2. Due Date

Owners will pay the quarterly invoices for an Annual Assessment not later than the first day of the first month of each quarter, i.e., by January 1, April 1, July 1, or October 1, as applicable (the "Due Date"). In the event an invoice is not mailed to the Owner on or before the first day of the quarter, however, the Due Date will be the 15th day after the invoice is mailed. The Due Date for payment of any other Assessment or charge is specified in Section 1(b) above.

3. Late Charge

If any assessment is not paid within 30 days after the Due Date, a late charge will be assessed against the Owner. The Manager may waive a late charge if, in its opinion, a waiver is warranted by mitigating circumstances.

4. Interest

In addition, if the Assessment is not paid within 30 days after the Due Date, the Assessment will bear interest from the Due Date at the rate of ten percent (10 %) per annum until the delinquent Assessment is paid in full.

5. Past Due Notice

If the Association has not received payment of the invoice within 30 days after the Due Date, a Past Due Notice will be sent to the Owner by First Class Mail, specifying all Assessments, interest, and other amounts due; and the total amount of payment required. The notice will also inform the Owner that s/he is entitled to request a Payment Plan as set forth in Section II of these Guidelines.

6. Final Notice

If the invoice remains unpaid 30 days after the Past Due Notice is mailed (60 days after the Due Date) or there is a default on a Payment Plan, a Final Notice will be sent to the Owner by Certified Mail, Return Receipt Requested, demanding payment within 45 days. The notice will:

- a. Itemize all delinquent Assessments, interest, and other amounts due;
- b. Inform the Owner of his/her right to request a Payment Plan within 45 days;
- c. Advise that the Owner's gate fob may be deactivated, requiring the Owner to access the community by keypad code only;
- d. State the Association's right to refer the account to an attorney or licensed agent for collection, and to file and foreclose on a lien against the Owner's Lot ; and
- e. Notify the Owner that if s/he is serving on active military duty, s/he may have special rights to relief related to an enforcement action under federal law, including the Servicemembers Civil Relief Act.

7. Referral For Collection & Lien

If the Owner has not requested a Payment Plan and the account remains unpaid for more than 45 days after the Final Notice is sent, the Manager will so advise the Board. The Board will review the account and will instruct the Manager whether to refer it to the Association's attorney or a licensed agent for collection.

- a. Upon referral, the attorney will review the file and send a letter to the Owner, demanding payment in full by a certain date. If the delinquency remains unpaid after the date specified in the letter, the attorney will bring a civil action against the Owner for the unpaid Assessment(s) and other amounts owed, as well as for collection costs (if any), attorney's fees, and court costs; and will file a lien on the Owner's Lot for all amounts owed.
- b. If the Association determines to foreclose on the lien granted to it by the Declaration for unpaid Assessments and other amounts owed, and exercise its power of sale, such foreclosure shall be accomplished in accordance with the requirements of Sections 209.0091 and 209.0092 of the Texas Property Code applicable to obtaining an order granting an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas. A foreclosure demand, however, will not be filed earlier than 90 days after the mailing of the Final Notice described in Paragraph 6 above.

II. PAYMENT PLAN

1. Payment Plan Schedule

An Owner may request a Payment Plan for making monthly payments to the Association for Assessments and other amounts owed to the Association, without accruing additional monetary penalties. Monetary penalties do not include interest. The Owner will make such a request to the Manager. The Payment Plan will be reduced to writing by the Manager and

signed by the Owner and the Manager. The Payment Plan schedules available to an Owner are as follows:

- a. If payment for only one-fourth of the Annual Assessment is delinquent, the portion of the entire Annual Assessment that has not yet been paid (whether delinquent or not), together with projected interest on the delinquent amount and any other amounts owed to the Association, will be payable in up to nine (9) equal installments on the first day of each month following execution of the Payment Plan.
- b. If payment for one-half of the Annual Assessment is delinquent, the portion of the entire Annual Assessment that has not yet been paid (whether delinquent or not), together with projected interest on the delinquent amount and any other amounts owed to the Association will be payable in up to six (6) equal installments due on the first day of each month following execution of the Payment Plan.
- c. If payment for three-fourths of the Annual Assessment is delinquent, the portion of the entire Annual Assessment that has not yet been paid (whether delinquent or not), together with projected interest on the delinquent amount and any other amounts owed to the Association will be payable in up to six (6) equal installments due on the first day of each month following execution of the Payment Plan.
- d. If payment for the entire Annual Assessment is delinquent, the Annual Assessment, together with projected interest on the delinquent amount and any other amounts owed to the Association will be payable in up to nine (9) equal installments due on the first day of each month following execution of the Payment Plan.
- e. An Owner may request a payment period longer than specified in subsections (a) - (d) above by sending the Manager a written request for a specified term and an explanation of the reasons for the request. The Manager will forward the request to the Board, which may grant or deny the request, in whole or in part, in its sole discretion. Such a request may not be made during the term of an existing Payment Plan.
- f. When the term of an agreed Payment Plan extends into a new calendar year, the Plan does not excuse an Owner from making timely payments of the quarterly Assessments applicable to the new year.

2. Exceptions to Eligibility For a Payment Plan

Notwithstanding any standard notices given to an Owner concerning the availability of a Payment Plan, an Owner shall be ineligible for such a plan in the following circumstances:

- a. The Owner had previously entered into a Payment Plan with the Association but failed to honor the terms of the plan, and the Owner's default under that plan occurred within the two (2) years preceding the Owner's current request for another plan; or

- b. The Owner had entered into a Payment Plan with the Association within the preceding twelve (12) months, regardless of whether the Owner complied with the earlier plan; or
- c. The Owner requests a Payment Plan more than 45 days after the mailing of the Final Notice.

3. Application of Payments

- a. Except as provided in subsection (b) below, a payment received by the Association from an Owner under a Payment Plan shall be applied to the Owner's debt in the following order of priority:
 - 1. Any delinquent Assessment;
 - 2. Any current Assessment;
 - 3. Attorney's fees and third-party collection costs;
 - 4. Fines assessed by the Association;
 - 5. Any other amount owed to the Association.
- b. If an Owner defaults on a Payment Plan, the entire amount owed under the plan will become due in full, and the Association may begin further collection action as provided in Article 1.7 above. Any payments received by the Association after such default shall be applied in the following order of priority:
 - 1. Costs;
 - 2. Attorney's fees;
 - 3. Interest;
 - 4. Administrative fees;
 - 5. Delinquent Assessment payments;
 - 6. Current Assessment payments;
 - 7. Fines.

For each category in this subsection (b), a 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 the account.

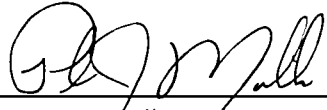
4. Payments Returned For Insufficient Funds

An Owner will be assessed a service charge for any check that is returned, or for an Automatic Clearing House (ACH) debit that is not paid for any reason, including but not limited to Non-Sufficient Funds (NSF) or a stop-payment order. The amount of the service charge assessed will be the customary amount charged.

CERTIFICATION

I hereby certify that as President of the Willow Wood (Shavano Park) Homeowners Association, Inc., the foregoing First Amended Collection Policy and Payment Plan Guidelines were approved on the 20th day of August, 2024, at a meeting of the Board of Directors at which a quorum was present.

DATED this the 22nd day of August, 2024.

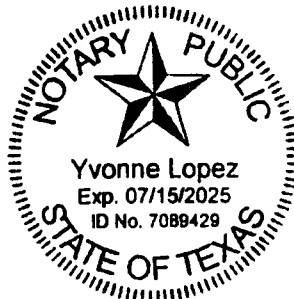


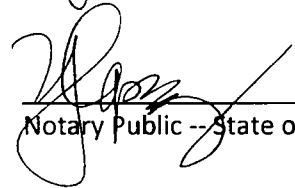
Peter J. Miller
President

STATE OF TEXAS §
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COUNTY OF BEXAR §

BEFORE me this day personally appeared Peter J. Miller, the President of the Willow Wood (Shavano Park) Homeowners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 22nd day of August, 2024.





Notary Public -- State of Texas

After Recording Return To:
Claudia Carr
Diamond Association Management & Consulting
14603 Huebner Rd., Bldg. 40
San Antonio, Texas 78230

File Information

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 8/27/2024 11:44 AM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk