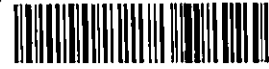


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**SECOND AMENDMENT TO  
NBRC PROPERTY OWNERS ASSOCIATION COLLECTION POLICY**

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

WHEREAS, the property encumbered by this NBRC Property Owners Association's Collection Policy (the "Collection Policy") is the restricted by the Declaration of Covenants, Conditions and Restrictions for River Chase, various units, recorded as document number 9906010006, 9906027879, 9906031628, 200106021818, 200106021817, 200206017405, 200206017406, 200206039259, 200206039260, 200406019014, 200406019015, 200506016924, 200506020156, 200606019897, 200706001411, Official Public Records of Real Property of Comal County, Texas, (hereinafter called the "Declaration"), as same may be amended from time to time, and any other property which has been or may be annexed thereto and made subject to the authority of the NBRC Property Owners Association (the "Association");

Whereas, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified herein;

Whereas, pursuant to Chapter 209 of the Texas Property Code, The Board of Directors (the "Board") of the Association hereby adopts this Collection Policy for the purposes of establishing a uniform and systematic procedure to collect assessments and other charges of the Association; and

Whereas, the Board has established that it is in the best interest of the Association to amend and replace the Collection Policy filed in the Comal County Public Records as Document #201206010375 On 03/26/2012.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby amends the Assessment Collection Policy.

**ASSESSMENT 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

In December of each year, 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 shall be sent to every Owner subject to the assessment. An Owner shall 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 the 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

The Annual Assessment (the "Assessment" or the "Assessments") is due on the (1<sup>st</sup>) day of January and payable on an annual basis, as determined by a majority of the Board for that assessment year. If any Assessment Payment due the Association is not paid within thirty days of the date when due, then the entire remaining unpaid portion of the Assessment shall become delinquent and due. Charges disputed by any Owner are considered delinquent until they are paid in full or the Owner has been provided verification of the disputed amounts due.

## 4. DELINQUENCY CHARGE

If the Assessment is not paid within sixty (60) days after the due date, a Delinquency Charge of twenty (\$20) dollars will be assessed for every Delinquency Notification sent to the Owner until the Assessment and any further charges are paid in full. In addition, any other expenses paid by the POA in issuing the delinquency notices will be charged to the Owner.

## 5. DELINQUENCY NOTIFICATION

The Association may cause to be sent the following notification(s) to delinquent Owners:

a. COURTESY NOTICE: In the event that any Assessment Payment balance remains unpaid thirty (30) days from the due date, a Courtesy Notice may be sent via regular mail to each Owner with a delinquent account setting forth all Assessments, interest and other charges dues. (Courtesy Notices will not incur the twenty (\$20) dollar delinquency charge).

b. PAST DUE NOTICE: In the event that any Assessment Payment balance remains unpaid sixty (60) days from the due date, a Past Due Notice may be sent via regular mail to each Owner with a delinquent account setting forth all Assessments, interest and other charges dues. The Past Due Notice will contain a statement that the entire remaining unpaid balance of the Assessment is due and the Owner is entitled to a Payment Plan as set forth in the NBRC POA Payment Plan Guidelines recorded under Comal County Clerk's File Number 201206000366. In the event an owner chooses to enter a Payment Plan, and

the plan is administered by either an outside firm or the Association, a charge of twenty (\$20) dollars per month will be added to each delinquent Owner's account balance for administration costs related to the Payment Plan and such additional administrative costs will continue until the entire balance is paid in full. If the Owners fails to complete the Payment Plan an additional fifty (\$50) dollars termination fee will be added. The Past Due Notice will incur the twenty (\$20) dollar delinquency charge.

c. **FINAL NOTICE:** In the event the entire Assessment is not paid in full or there is a default on the Payment Plan, where an Assessment account balance remains unpaid ninety (90) days or later from the due date, a Final Notice may be sent via certified mail to each delinquent Owner. The Final Notice will incur the twenty (\$20) dollar delinquency charge, as well as, the cost of the certified mailing. The Final Notice will set forth the following information and results of the failure to pay, including an explanation of;

1. **AMOUNTS DUE:** All delinquent Assessments, interest and other amounts due.
2. **HEARING:** Owners shall be given a notice and opportunity for a hearing before the Neighborhood Board/ACC Appeals Committee, hereinafter "The Neighborhood 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 30 days from receipt of the Final Notice, further collection procedures are suspended until the hearing process is completed. The Neighborhood 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.

3. **COMMON AREA RIGHTS SUSPENSION:** If a hearing is not requested within the 30 days from receipt of the Final Notice, the Owner's use of common properties and facilities may be suspended and Owner's gate access cards may be made inactive.

c. **NOTICE OF TURN OVER TO COLLECTION AGENT:** If a hearing is not requested within 30 days from receipt of the Final Notice, member privileges will be suspended. At the express direction of the Board of Directors the account may be sent to a collection agent for collection of all fees and expenses. The Notice of Turn Over to Collection Agent will incur the twenty (\$20) dollar delinquency charge, as well as, the cost of the certified mailing and any charge from the Collection Agent.

An owner may not be a charged a fee of a collection agent (as same is defined in Property Code 209.0064) or legal counsel unless the Association first provides written notice to the Owner by certified mail, return receipt requested, that:

1. Specifies each delinquent amount and the total amount of the payment required to make the account current;
2. 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
3. Provides a period of at least thirty (30) days for the Owner to cure the delinquency before further collection action is taken.

6. LIMITATION OF AUTHORITY:

Under no circumstances will the Association's Agent have authority to (1) forward any account to a collections agency or attorney for collection or (2) forward any past due account to an attorney to initiate lien or foreclosure proceedings without written approval of the Board of Directors. All legal expenses associated with lien and foreclosure actions will be initially paid to the Association and billed to the Owners account.

No agent, management group, or law firm acting in a collection capacity on behalf of the NBRCPA is authorized to initiate lien or foreclosure proceedings in attempt to satisfy debt.

7. REFERRAL OF ACCOUNT TO ASSOCIATION ATTORNEY:

If unpaid assessment fees remain on the books for an extended period, the Board of Directors shall retain a law firm(s) to initiate legal action to file a judgment, lien or foreclosure proceeding for all unpaid assessments, late fees, and legal fees with interest and other expenses incurred by the Association on a member's behalf. The Association shall be fully reimbursed by the member when the lien is released or repaid from the proceeds of a foreclosure sale to a third party.

Upon referral of the account to the Association's attorney, the attorney is authorized to take only the action specified by the Board, including but not limited to: sending demand letters, filing a lawsuit against the delinquent Owner for a money judgment, instituting an expedited foreclosure action; 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, and to exercise the power of the sale thereby granted, such foreclosure shall be accomplished pursuant to the requirements of Section 209.0092 of the Texas Property Code by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas.

If the Association becomes the default owner of a foreclosure property and, (1) the County titles the property to the Association and, (2) the member has not repaid the required redemption amount within the redemption period and, (3) the Association, pays the County taxes and, (4) any outstanding lien obligation, the property is deemed owned by the Association.

8. BANKRUPTCIES

Upon receipt of any notice of a bankruptcy of an Owner, the account may be turned over to the Association's attorney so the Association's interests may be protected.

9. REQUIRED ACTION

Nothing contained herein, not otherwise required by the Declaration, and 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.

10. 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.

**ADOPTED** at the meeting of the NBRC Property Owners Association held on December 23, 2016. *PWB*

Thus, executed this 9 day of January 2017

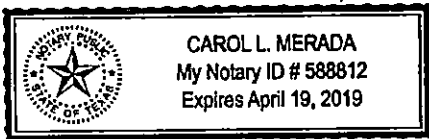
NBRC PROPERTY OWNERS ASSOCIATION

By *Paul Bower*

Paul Bower, President NBRCPOA

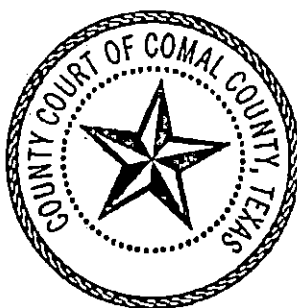
STATE OF TEXAS §  
§  
COUNTY OF COMAL §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary **Paul Bower**, President, NBRC Property Owners Association, on the date of execution set forth above. Given under my hand and seal of office on the 9<sup>th</sup> day of January, 2017.



*Carol L. Merada*

Notary Public, State of Texas



This page has been added to comply with the statutory requirement that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.

Filed and Recorded  
Official Public Records  
Bobbie Koepf, County Clerk  
Comal County, Texas  
01/09/2017 10:12:10 AM  
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*Bobbie Koepf*