

Dancing Bear Property Owners' Association, Inc.
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- (3) **Due Date.** The annual assessment shall be due in full on January 1st. Any assessment or portion of assessment not paid within thirty (30) days of the due date shall be considered overdue and be subject to interest at a rate of ten percent (10%) per annum. Interest shall be applied on the last business day of each month calculated on the outstanding assessment balance.
- (4) **Multi-Payment Option.** The Board may, in its sole and absolute discretion and without obligation, offer an automatic multi-payment option for the annual assessment whereby a Member may make multiple payments prior to the overdue date. If offered, each Member would be sent multiple coupons for installment payments. By way of example, a coupon may be provided to pay the full balance by January 1st along with three coupons to pay 1/3 of the assessment on November 15th, December 15th and January 15th. The Member would be able to take advantage of their preferred option without a need to establish a formal payment plan with the Association.
- (5) **Past Due Notice.** If the assessment is not paid within thirty (30) days of the due date, an administrative fee of \$80 will be added to the Member's account in February. A delinquent statement will be mailed to the Member with a due date at the end of February. Notice may be provided of the next step in the collections process if payment is not received by the due date.
- (6) **Certified Demand Letter.** If the assessment is not paid in full and no payment plan has been established by the end of February, an administrative fee of \$120 will be added to the Member's account in March. Another past due statement will be mailed to the Member with a due date at the end of March. A demand letter will be included explaining the next step in the collections process if payment is not received by the due date. This letter is sent by certified mail and contains language required under the Texas Property Code.
- (7) **Lien Affidavit.** If the assessment is not paid in full and no payment plan has been established within thirty (30) days of receipt of the certified letter from above, a Lien Claim Affidavit may be prepared and filed in the county public records listing the amount of the delinquency, the interest thereon, the costs of collection, the legal description and street address of the property, and the Member's name. The document will be prepared and filed by an attorney. A \$380 administrative fee will be added to the Member's account. This fee covers the expenses associated with both the lien and subsequent release.
- (8) **Notification of Lien.** When the recorded Lien Claim Affidavit is returned from the county clerk's office, a copy of the document may be mailed to the Member with a cover letter stating the next step in the collections process if payment is not received by the due date.
- (9) **Attorney Recommendation.** If the assessment is not paid in full and no payment plan is established by the due date, Manager may make recommendations to the Board for turning accounts over to the Attorney for a demand letter.
- (10) **Attorney Letter.** For properties approved for an Attorney demand letter, Manager verifies ownership through a public records search or title search. Once ownership is verified, a \$120 administrative fee is added to the Member's account and a package is prepared for the Attorney. Manager sends an account history and the title verification to the Attorney with a request that a demand letter be sent.

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- (11) **Legal Procedures.** The Attorney will follow the steps of their normal collections procedure in compliance with all applicable laws. The Board will be asked to authorize action in the collections process as needed, including (1) To file a lawsuit, if necessary. (2) To proceed with post-judgment remedies, if necessary.
- (12) **Subsequent Delinquencies.** For the duration of time that further collection efforts are occurring through the Association's Attorney, any subsequent annual assessment that becomes delinquent is subject to normal administrative fees assessed as outlined herein. No statement beyond the annual assessment statement is required to be sent to the Member.
- (13) **Payment Method.** Payments by check or money order should be mailed directly to the Association's bank using the coupon provided with each statement. Alternatively, payments may be made online through www.ciaservices.com on the Association's bank's secure website by credit card or electronic check. A bank convenience fee may be charged for online payments. In addition, payments by check or money order are accepted at any office of the Manager or Association office, if any. Cash is not accepted at any office of the Manager or Association office, if any.
- (14) **Payment Receipts.** Payments are considered received on the business day received. Postmark dates are not recorded or considered relevant. Members should allow for delivery time when making payments.
- (15) **Payment Plan.** All collection actions are halted when a payment plan is approved by the Board, established, executed by the Member and kept active. A payment plan becomes effective when the Member submits their signature on the Payment Plan Agreement obtained from Manager along with their first payment required under the plan. Interest continues to accrue on unpaid assessments while a payment plan is active. The establishment and maintenance of payment plans is described in detail in the Association's *Payment Plan Policy*.
- (16) **Bankruptcy.** All delinquent collection actions are halted when a Member files bankruptcy. Once the Association receives official notice of the bankruptcy, a Proof of Claim is filed with the federal Bankruptcy Court as a secured creditor. While in bankruptcy, statements will not be sent to Member. However, a notice will be sent to the Member announcing the next year's assessment once it is set by the Board. This notice is not an attempt to collect a debt.
- (17) **Resuming Collections.** If the regular collections process is placed on hold by a payment plan or interrupted by a change of ownership or other factor, the schedule described above may be adjusted on a particular account. The process may restart from the beginning, for example in the case of a change in ownership or resume where it left off, for example in the case of a voided payment plan.
- (18) **Change of Address.** It is the Member's responsibility to notify the Association of any change in the Member's mailing address. Although the Association may be notified of an address change based on a forwarding order provided by the U.S. Postal Service, such notice is not a guarantee and does not fulfill the Member's obligation to the Association.

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(19) **Required Action.** Nothing contained herein, not otherwise required by the Declaration or by law, shall require the Association to take any of the actions contained herein. The Association's Board of Directors shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis and proceed with collection activity as in its best judgment deems reasonable.

This Policy replaces and supersedes any previous collection policy (or similarly named document), if any, adopted by the Association

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Collection Policy was approved by at least a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Bandera and Medina County, Texas.

DANCING BEAR PROPERTY OWNERS' ASSOCIATION, INC.

By: Wayne Bullock

Name: Wayne Bullock

Title: President

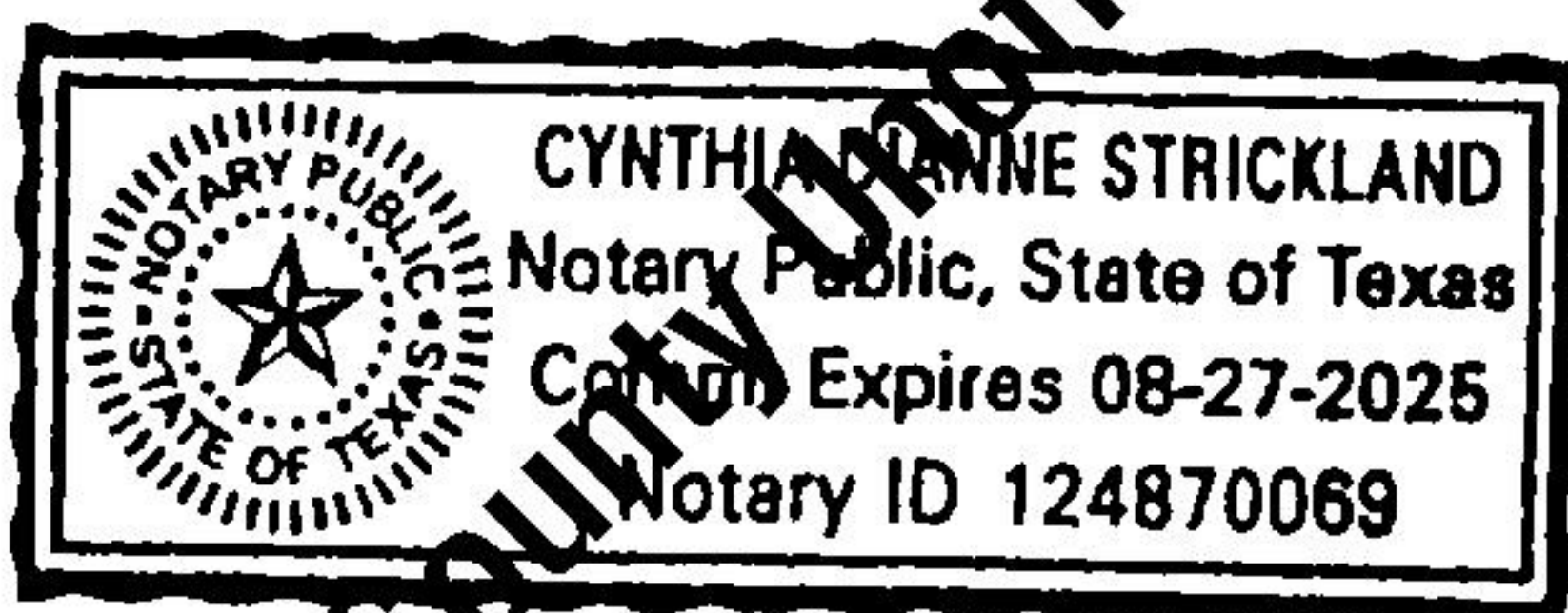
STATE OF TEXAS

COUNTY OF BANDERA & MEDINA

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Before me, the undersigned authority, on this day personally appeared Wayne Bullock, President of Dancing Bear Property Owners' Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 10th day of Aug, 2023.



Cynthia D. Strickland
Notary Public, State of Texas
Printed Name: Cynthia D. Strickland
My commission expires: 8-27-25

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After recording, please return to:
Dancing Bear Property Owners' Association, Inc.
c/o C.I.A. Services, Inc.
PO Box 3178
465 Bear Springs Road
Pipe Creek, TX 78063-3178

Medina County Unofficial Copy

Medina County Unofficial Copy

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Medina County Unofficial Copy

Medina County Unofficial Copy

Medina County Unofficial Copy

Medina County
Gina Champion
Medina County
Clerk

Medina County Unofficial Copy

Instrument Number: 2023006918

eRecording - Real Property

DECLARATION

Recorded On: August 10, 2023 01:20 PM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$42.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2023006918
Receipt Number: 20230810000022
Recorded Date/Time: August 10, 2023 01:20 PM
User: Jaylen P
Station: cccash2

Record and Return To:

CSC



STATE OF TEXAS
MEDINA COUNTY

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Medina County, Texas.

Gina Champion
Medina County Clerk
Medina County, TX