NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR STRATFORD POINTE HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS §

COUNTY OF LUBBOCK §

The Association is the property owners' association created to manage or regulate the development subject to the Declaration of Restrictive Covenants for Stratford Pointe recorded as Clerk's No. 2017035686, in the Official Public Records of Lubbock County, Texas (as amended or restated from time to time) ("Declaration"), which development is more particularly described in the attached and incorporated Exhibit A.

Texas Property Code section 202.006(a) provides that a property owners' association must file all dedicatory instruments governing the association in the real property records of each county where the development is located.

Texas Property Code section 202.006(b) provides that a dedicatory instrument has no effect until the instrument is filed of record in the real property records of the county where the development is located.

The Association desires to file of record this Notice with respect to the dedicatory instruments attached as Exhibit B, Exhibit C, Exhibit D, and Exhibit B, in accordance with Texas Property Code section 202.006.

NOW, THEREFORE, the dedicatory instruments attached as Exhibit B, Exhibit C, Exhibit D, and Exhibit E are true and correct copies of the originals and are hereby filed of record in the real property records of Lubbock County, Texas, in accordance with the requirements of Texas Property Code section 202.006.

EXECUTED as of MARCH 3A0, 20 15.

Stratford Pointe Homeowners Association, Inc., a Texas nonprofit corporation

~ /)

Name: R. J. PIPE

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, on this day personally appeared R. J. PIPES, the <u>DIRECTOR</u> of Stratford Pointe Homeowners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal of office, this 3 day of MARCH, 2025

NANCY TURLEY
Notery Public, State of Texas
Comm. Expires 01-28-2026
Notery ID 2846077

tary Public - State of Texas

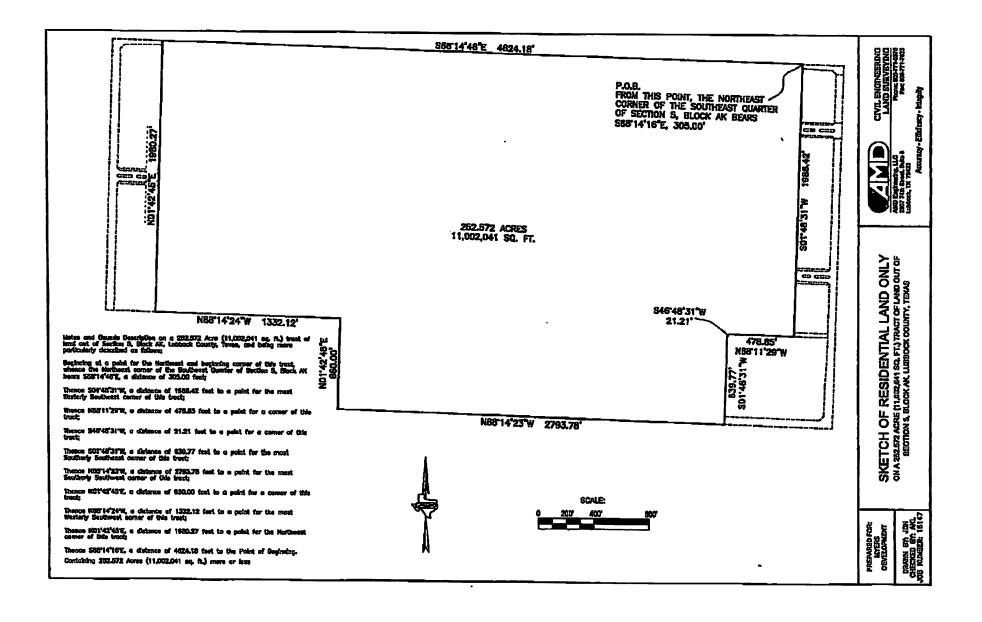


Exhibit B Assessment Collection and Board Hearings Policy

STRATFORD POINTE HOMEOWNERS ASSOCIATION, INC.'S ASSESSMENT COLLECTION, and BOARD HEARING POLICY

STATE OF TEXAS

§

COUNTY OF LUBBOCK §

This Assessment Collection, and Board Hearing Policy ("Collection and Hearing Policy") supersedes any policy regarding collection of Assessments and other amounts owed to Stratford Pointe Homeowners Association, Inc. ("Association") and Board hearings related to same, that may have previously been in effect. If Chapter 209 of the Texas Property Code (the "Act") or any other legal requirement applicable to the collection of assessments by the Association is hereinafter amended or changed, this Collection and Hearing Policy shall be interpreted in a manner which conforms to the provisions of such legal requirements. This Policy will be effective when recorded in the Official Public Records of Lubbock County, Texas.

- 1. <u>Definitions.</u> Any capitalized term in this Collection and Hearing Policy that is not defined in this Collection and Hearing Policy will have the meaning set forth in, as applicable, (1) the Declaration of Covenants, Conditions, Restrictions and Easements Stratford Pointe Homeowners Association, Inc., Lubbock, Texas, recorded in the Official Public Records of Lubbock County, Texas, under Clerk's File No. 2017035686, as same has been or may be amended from time to time (the "Declaration"), or (2) the Bylaws of Stratford Pointe Homeowners Association, Inc., a Texas nonprofit corporation (as amended or restated from time to time).
- 2. <u>Policy Objectives.</u> The collection of Assessments owed by Owners and the application of their payments under the Declaration, the Bylaws, and this Collection and Hearing Policy will be governed by the following objectives:
- (a) The Association will pursue collection of all Assessments in the most expedient and cost-effective manner possible, subject to the provisions of the Declaration, the Bylaws, and this Collection and Hearing Policy. The Association may delegate to the Manager or the Association's legal counsel, or both, those duties determined by the Board of Directors ("Board"), in its absolute discretion, to be necessary to accomplish these objectives.
- (b) At each step in the collection process, the Board will analyze the facts and circumstances then known concerning a given delinquency to direct collection efforts toward the most expedient course of action.
- (c) All payments received by the Association will be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations or instructions on checks, and the date the obligations arose:
- (1) Delinquent Assessments,
- (2) Current Assessments,
- (3) reasonable collection costs and reasonable attorney fees associated solely with Assessments or any other charges that could provide the basis for foreclosure,
- (4) all other reasonable attorney fees,
- (5) all reasonable fines assessed by the Association,
- (6) reimbursable expenses,

- (7) late fees and interest, and
- (8) any other reasonable amounts owed to the Association.

Notwithstanding the foregoing, if, at the time the Association receives a payment from an Owner, the Owner is in default under any alternative payment plan entered into with the Association with respect to delinquent Assessments, all payments received by the Association may be applied to amounts owed by the Owner in the order and manner the Association deems appropriate, regardless of any contrary instructions from the Owner or anyone else; however, a fine assessed by the Association may not be given priority over any other amount owed by the Owner.

- 3. Ownership Interests. The Person who is the Owner of a Lot as of the date Assessments become due is personally liable for the payment of the Assessments. As used in this Collection and Hearing Policy, the term "Delinquent Owner" refers to the Person who held record title to a Lot on the date Assessments became due. As used in this Collection and Hearing Policy, the term "Current Owner" refers to the Person who then holds record title to a Lot. Unless expressly denoted otherwise, the "Owner" of a Lot refers to the Delinquent Owner or the Current Owner, or both, as may be appropriate under the circumstances.
- 4. <u>Due Date: Delinquency Date.</u> All Assessments are due and payable to the Association within thirty (30) days after an invoice is delivered by the Association to an Owner, as stated in the Declaration. When an invoice is placed into the care and custody of the United States Postal Service, the invoice will be deemed to have been delivered as of the third (3rd) calendar day following the date of the postmark of the invoice. When an invoice is sent to the Owner by e-mail to an e-mail address the Owner has provided to the Association, the invoice will be deemed to have been delivered as of the date of the e-mail. Each due date for Assessments is collectively referred to in this Collection and Hearing Policy as a "Due Date." Any Assessments that are not paid in full within thirty (30) days after the Due Date are delinquent ("Delinquency Date") and may be assessed late fees, handling charges, and interest as provided in Sections 6 and 7 as determined by the Board, in its absolute discretion.

5. Notices for Delinquent Assessments.

- (a) Late Notice. If Assessments have not been paid by the Delinquency Date, the Association will send a second invoice (referred to as the "Late Notice"), which will include the unpaid Assessments, collection fees, late fees, and interest charges claimed to be due. The Late Notice will be sent via first-class U.S. mail or email.
- (b) Default Letter. If Assessments have not been paid within sixty (60) days following the Due Date, the Association will send a notice (referred to as the "Default Letter") to the Owner via certified mail, no earlier than thirty (30) days after the first notice was sent.
- (c) Both the Late Notice and the Default Letter must set forth the following information and the result of failure to pay, including an explanation of:
- (1) Amounts due: specify in detail all unpaid Assessments, interest, late fees, collection costs, and handling charges claimed to be due, and the total amount required to bring the Owner's account current.
- (2) Options: If the Owner has a right to a Payment Plan, as set forth in the Payment Plan Policy, 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.
- (3) Period to Cure: provide a period of at least forty-five (45) days for the Owner to cure the delinquency

before further collection action is taken.

- (4) Right to a Hearing: Owners must be given notice and an opportunity for a hearing before the Board. A hearing must be granted if a written request for a hearing is received by the Association not more than 30 days from the date the Default Letter is mailed to the Owner. If a hearing is requested within 30 days from the date Default Letter is mailed to the Owner, further collection procedures are suspended until the hearing process is completed and the period to cure has expired.
- (5) Payment Plan: The Default Letter must contain a statement that the entire remaining unpaid balance of the Assessment, including any previously imposed late fees, is due and that the Owner is entitled to a Payment Plan as set forth in the Payment Plan Policy. In the event an Owner chooses to enter into a Payment Plan, a monthly charge may be added to each delinquent Owner's account balance for administrative costs related to the Payment Plan and such additional administrative costs will continue until the entire balance is paid in full.
- (6) Common Area Rights Suspension: If a hearing is not requested within 30 days from the date the Default Letter is mailed to the Owner, the Owner's use of recreational facilities and common properties may be suspended once the Owner's period to cure has expired.
- (7) Military Notice: If the Owner is serving on active military duty, the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemember's Civil Relief Act (50 U.S.C. App. Section 501 et seq.).

The notice requirements set forth in this Sections are required by the Act. If the Association, or its Manager, decides to send any type of "courtesy" notice to an Owner after the Due Date has passed, but prior to the notice required by this Sections 5, such courtesy notice shall not be deemed sanctioned or required by the Association, is strictly of a courtesy nature only, establishes no past, current, or future obligation on the Association, or its Manager, to provide courtesy notices at any time, and the sending of these type courtesy notices may be ceased at any time without prior notice to any Owner. The written notices expressly required by this Sections 5, shall be the only notices required by the Collection and Hearings Policy (in accordance with the Act) to be delivered by the Association to the Owner in connection with the delinquent Assessments.

6. <u>Interest</u>: <u>Late Fee.</u> If any Assessments are not paid in full on or before the Delinquency Date, interest on the principal amount due may be assessed against the Owner at the rate stated in the Declaration, and will accrue from the Due Date until paid. This interest, as and when it accrues, will become part of the Assessments on which it has accrued and will be subject to recovery in the manner provided in this Collection and Hearing Policy for Assessments.

If any Assessments are not paid in full on or before the Delinquency Date, a late fee of \$125.00 or thirty percent (30%) of the amount due, whichever is greater, will be assessed against the Owner and his or her Lot. The Board may, from time to time, without the necessity of seeking Owner approval or amending this Collection and Hearing Policy, decrease the amount or waive payment of the late fee; however, the waiver of any late fee will not constitute a waiver of the Board's right to collect any future Assessments or late fees. The late fee, as and when levied, will become part of the Assessments on which it has been levied and will be subject to recovery in the manner provided in this Collection and Hearing Policy for Assessments.

7. <u>Handling Charges</u>; <u>Returned-Check Fees</u>. To recoup the additional administrative expenses incurred by the Association for collecting delinquent Assessments, the collection of the following fees and charges

is part of this Collection and Hearing Policy:

- (a) any handling charges, administrative fees, postage, or other expenses incurred by the Association in the collection of any Assessments owed beyond the Delinquency Date; and
- (b) a charge of \$25.00 per item for any check tendered to the Association that is dishonored by the drawee of the check, such charge being in addition to any other fee or charge the Association is entitled to recover from an Owner in connection with collection of Assessments owed with respect to the Owner's Lot.

Any fee or charge becoming due and payable under this Section will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the Assessments the delinquency of which gave rise to the incurrence of the charge, fee, or expense.

- 8. Acceleration. If an Owner defaults in paying any Assessments that are payable in installments, the Board may accelerate the remaining installments on ten (10) days' written notice to the defaulting Owner. The entire unpaid balance of the Assessments becomes due on the date stated in the notice. Following acceleration of any Assessments payable in installments, the Association has no duty to reinstate the installment program on payment by the Owner of the amount that has been accelerated.
- 9. Ownership Records. All collection notices and communications will be directed to the Persons shown on the Association's records as being the Owner of a Lot for which Assessments are due, and will be sent to the Owner's most recent address as reflected on the Association's records. Any notice or communication directed to a Person at an address that is reflected in the Association's records as being the Owner and address for a given Lot will be valid and effective for all purposes under the Declaration, the Bylaws, and this Collection and Hearing Policy until there is actual receipt by the Manager at its corporate office of written notice from the Owner of any change in the identity or status of the Owner or its address or both. Under no circumstances will the submission of a check by an Owner to the Association which includes an address that is different than the mailing address previously provided by the Owner to the Association constitute notice of a change of the Owner's mailing address.
- 10. Notification of Owner's Representative. When the interests of an Owner in a Lot have been handled by a representative or agent of the Owner or when an Owner has otherwise acted to put the Association on notice that its interests in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association under this Collection and Hearing Policy will be deemed valid and effective for all purposes if given to the representative or agent.
- 11. Referral to Legal Counsel. If an Owner remains delinquent in the payment of Assessments and related fees, charges, or costs for more than thirty (30) days after the Default Letter has been sent and a hearing is not requested within thirty (30) days from the date the Default Letter is mailed to the Owner, the Manager, on behalf of the Board, or the Board itself may, as soon as possible, refer the delinquency to legal counsel for the Association for legal action as required by this Collection and Hearing Policy and member privileges may be suspended. Any attorney fees and related charges incurred by virtue of legal action taken will become part of the Assessment obligation and may be collected as provided in this Collection and Hearing Policy.
- 12. <u>Board Hearing.</u> In the event an Owner requests a Board hearing pursuant to Section 5 of this Policy, the following rules will apply:
- (a) Timing of the Board Hearing. The Board hearing must be held no later than the 30th day after the date

the Board receives the Owner's request for a Board hearing. The Board or the Owner may request a postponement and, if requested, a postponement must be granted for a period of not more than ten days. Notwithstanding the foregoing, the Board hearing may be scheduled outside of these parameters by agreement of the parties.

- (b) Notice of Board Hearing. The Board must provide notice of the date, time, and place of the Board hearing to the Owner not later than ten days before the date of the Board hearing (the "Notice"). The Board hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board hearing is the "place" of the Board hearing for purposes of the Notice.
 - (1) The Board must include with the Notice a packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board hearing (the "Hearing Packet").
 - (2) If the Board fails to provide the Hearing Packet to the Owner at least ten days before the Board hearing, the Owner is entitled to an automatic 15-day postponement of the Board hearing.
- (c) <u>Owner's Evidence</u>. Owners are expected to provide a list of anticipated participants (including, but not limited to, witnesses and Owner representatives) and copies of any documentary evidence the Owner intends to introduce at the Board hearing to the Board no later than five days before the Board hearing.

(d) Hearing Procedure.

- (1) During the Board hearing, a member of the Board or the Association's designated representative will first present the Association's case against the Owner. An Owner or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner, the Owner's designated representative, and any witnesses.
- (2) Either party may make an audio recording of the hearing.
- (3) All parties participating in the Board hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board hearing if the Board, in its sole and absolute discretion, determines the Board hearing has become unproductive or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board hearing that is terminated pursuant to this Section.
- (e) <u>Ruling</u>. The Board is not required to deliberate or to reach a determination during the Board hearing; rather, all information gleaned from the Board hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner of the Board's decision in writing within 30 days of the date of the hearing. If there is no written communication from the Association or its managing agent within this timeframe, the violation will remain standing.
- (f) <u>Time Limit.</u> The Board may set a time limitation for the Board hearing, to be determined at the Board's role discretion. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; and (iii) the Board's finite amount of time available to consider such violations.
- (g) Number of Hearings. Upon receipt of a Default Letter as set forth in Section 5 of this Policy, Owners are entitled to request only one Board hearing as it relates to the violations set forth in the Default Letter

unless the Board, in its sole and absolute discretion, agrees to allow additional hearings.

- (h) <u>Alternate Dispute Resolution</u>. In accordance with Section 209.007(e) of the Texas Property Code, an Owner or the Board may use alternative dispute resolution services.
- 13. <u>Legal Action.</u> On receipt of written request by the Manager or the Board to take specific collection action, legal counsel for the Association will take the following actions with regard to delinquencies referred to it:
- (a) Notice Letter. As the initial correspondence to a Delinquent Owner, counsel will send a notice letter ("Notice Letter") to the Owner via certified mail and state the outstanding amount of Assessments and related fees, charges, and costs, including the charges for attorney fees and costs incurred for counsel's services. The Notice Letter will offer the Owner an opportunity to pay or dispute the validity of the amounts due, in writing, within thirty (30) days of the Owner's receipt of the Notice Letter.
- (b) Notice of Lien. When the Board has determined that foreclosure of the Association's assessment lien is to be pursued, if an Owner does not pay in full all amounts indicated by the Notice Letter by the date specified, counsel, on request by the Manager or the Board, will prepare and record in the real property records of Lubbock County, Texas, a written notice of lien ("Notice of Lien") setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by the lien, and a description of the Lot covered by the lien. At the same time the Notice of Lien is filed with the County Clerk's office, a copy of the Notice of Lien will be sent to the Owner with a demand that all outstanding amounts be paid in full within thirty (30) days.
- (c) <u>Foreclosure/Personal Judgment</u>. If all outstanding amounts have not been paid in full within the time period given in the demand letter accompanying the Notice of Lien, the continued delinquency of Assessments due will be reported to the Board by the Manager. As soon as practical, the Board or the Manager may direct counsel to initiate legal proceedings in a court of competent jurisdiction seeking one or both of the following remedies:
- (1) Foreclosure of the assessment lien. However, the Association may not file an application for an expedited court order authorizing foreclosure of the Association's assessment lien or a petition for judicial foreclosure of the Association's assessment lien until the Association has (i) provided written notice of the total amount of the delinquency giving rise to the foreclosure to all lienholders of record (evidenced by a deed of trust) whose liens are inferior or subordinate to the Association's assessment lien, and (ii) provided each lienholder an opportunity to cure the delinquency before the sixty-first (61st) day after the date the Association mails the notice. The notice to lienholders must be sent by certified mail to the address for the lienholder shown in the deed of trust burdening the Lot(s) subject to the Association's assessment lien.
- (2) Recovery of a personal judgment against the Current Owner and, where different, from the Delinquent Owner or from the Current Owner only, for all amounts arising from the unpaid Assessments and their collection, including all attorney fees and costs.
- 14. <u>Possession Following Foreclosure.</u> If the Association purchases a Lot at public auction, the Owner or other occupant of the Lot will be deemed a tenant at sufferance and the Board may immediately institute actions to recover possession of the Lot.
- 15. Compromise of Assessment Obligations. To expedite the handling of collection of delinquent

Assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any Assessments, interest, late fees, handling charges, collection costs, legal fees, or any other applicable charges. The Association may, at its option, notify the Internal Revenue Service of the waiver or forgiveness of any Assessment obligation.

- 16. <u>Credit Bureaus.</u> The Association may notify any credit bureau of an Owner's delinquency. The Association will notify the Owner that it has filed such a report and will comply with any local, state, or federal Laws in connection with the filing of the report.
- 17. <u>Collection Agency.</u> The Board may employ or assign any past-due account to one or more collection agencies.
- 18. <u>Notification of Mortgage Lender.</u> The Association may notify an Owner's Mortgagee of any default in the timely satisfaction of Assessment obligations.
- 19. <u>Form of Payment.</u> The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.
- 20. Partial and Conditioned Payment. Except in accordance with an approved payment plan entered into with the Association, the Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations or the Association's right to apply payments under any rights granted in this Collection and Hearing Policy.
- 21. Notice of Payment. If the Association receives full payment of the delinquency after recording the Notice of Lien, the Association will cause a release of the Notice of Lien to be publicly recorded, a copy of which will be sent to the Owner; however, the Owner must prepay the Association the cost of preparing and recording the release.
- 22. <u>Correction of Credit Report.</u> If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.
- 23. <u>Statements of Unpaid Assessments.</u> The Board may impose a reasonable fee, which may not exceed \$150.00, on any Owner if the Owner or a prospective purchaser or Mortgagee of the Owner requests the Association to issue a certificate of the current status of the Owner's payment of Assessments.
- 24. <u>Required Action.</u> No provision in this policy will be construed to require the Association to take any of the actions included herein. The Board has at all times, the right to evaluate each delinquency on a case-by-case basis and proceed with collection activity as it reasonably deems to be necessary and appropriate, subject to requirements imposed by lien.

Certification

I certify that, as Dicelection and Hearing Policy was adopted on the 24 day of Velocotics, the foregoing Assessment Collection and Hearing Policy was adopted on the 24 day of Velocotics, at a meeting of the Board of Directors at which a quorum was present, and has not been modified,
DATED this 24 day of February, 2025.
By:
Name: K.J. Pines Title: Director
STATE OF TEXAS SCOUNTY OF STATE OF TEXAS BEFORE ME, on this day personally appeared Notary Public, State of Texas SHANNON BERTRAND Notary Public, State of Texas
Notary ID 11582101 Seal) Comm. Expires 07-13-2027 Notary Public - State of Texas

Exhibit C
Payment Plan Policy

STRATFORD POINTE HOMEOWNERS ASSOCIATION, INC.'S PAYMENT PLAN POLICY

STATE OF TEXAS
COUNTY OF LUBBOCK

This Payment Plan Policy ("Policy") is adopted by the Board of Directors (the "Board") of the Stratford Pointe Homeowners Association, Inc. ("Association"), in accordance with Texas Property Code section 209.0062 and supersedes any policy regarding alternative payment schedules for assessments that may have previously been in effect. This Policy will be effective when recorded in the Official Public Records of Lubbock County, Texas.

1. <u>Definitions.</u> All capitalized terms in this Policy that are not defined in this Policy will have the meaning set forth in, as applicable, (a) the Declaration of Covenants, Conditions, Restrictions and Easements Stratford Pointe Homeowners Association, Inc., Lubbock, Texas (as amended or restated from time to time), or (b) the Bylaws of Stratford Pointe Homeowners Association, Inc., a Texas nonprofit corporation (as amended or restated from time to time).

2. Payment Plans.

- (a) <u>Right to Payment Plan</u>. Subject to the terms of this Policy, Owners are entitled to make partial payments for delinquent amounts owed to the Association under an alternative payment schedule (each a "Payment Plan" and, collectively, "Payment Plans") in compliance with this Policy.
- (b) Effect of Prior Payment Plan. The Association has no obligation to accept a Payment Plan from an Owner who has entered into a Payment Plan with the Association within the last twelve (12) months.
- (c) <u>Effect of Prior Default.</u> The Association has no obligation to accept a Payment Plan from any Owner who has defaulted on the terms of a Payment Plan within the last two (2) years.
- (d) <u>Effect of Expiration of Cure Period</u>. The Association has no obligation to accept a Payment Plan from an Owner more than forty-five (45) days after the Owner receives a Default Letter (as defined in the Assessment Collection Policy) from the Association notifying the Owner of delinquent amounts and payment options and providing the Owner an opportunity to cure the delinquency.

3. Basic Plan Requirements.

- (a) In Writing. All Payment Plan applications must be in writing, signed by the Owner, and submitted to the Board for approval.
- (b) <u>Frequency and Amount of Payment.</u> A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the total delinquent amount owed plus administrative fees, if any, plus the estimated accrued interest and late charges.
- (c) <u>Duration.</u> Based on the guidelines below, a Payment Plan may be no shorter than three (3) months. The Association has no obligation to accept a Payment Plan for a term longer than eighteen (18) months. The following guidelines are provided to assist Owners in submitting a Payment Plan:
- (1) If the total delinquent amount is less than two (2) times the annual Assessments for the Owner, the Payment Plan can have a stated term up to six (6) months in length.
- (2) If the total delinquent amount is greater than two (2) times but less than three (3) times the annual Assessments for the Owner, the Payment Plan can have a stated term up to twelve (12) months in length.
- (3) If the total delinquent amount is greater than three (3) times the annual Assessments for the Owner, the Payment Plan can have a stated term up to eighteen (18) months in length.
- (d) <u>Future Assessments.</u> If an Owner requests a Payment Plan that will extend into the next fiscal period for Assessments, the Owner will be required to pay future Assessments before they become delinquent in addition to the payments specified in the Payment Plan.
- (e) <u>Sequential Payment Plans</u>. On request of an Owner, the Association may approve more than one Payment Plan (to be executed in sequence) to assist the Owner in paying the total delinquent amount owed.
- 4. <u>Date Payment Plan is Active.</u> A Payment Plan becomes effective and is designated as "active" after the occurrence of all of the following:
- (a) the Association's receipt of a fully completed and signed Payment Plan on a form provided by the Association:

Payment Plan Policy Page 1

- (b) the Association's acceptance of the Payment Plan, as evidenced by the signature of an officer of the Association; and
- (c) the Association's receipt of the first payment under the Payment Plan.
- 5. Fees: Interest. Late fees, penalties, and delinquent collection fees will not be added to an Owner's account while a Payment Plan is active. The Association may impose a fee for administering a Payment Plan. The fee, if any, will be listed on the Payment Plan form and may change from time to time. Interest will continue to accrue on delinquent amounts during the pendency of a Payment Plan as allowed under the Declaration. On request, the Association will provide an estimate of the amount of interest that will accrue under any proposed Payment Plan.

6. Default.

- (a) Events of Default, It is considered a default of the Payment Plan if an Owner does any of the following:
- (1) does not return a signed Payment Plan form with the initial payment,
- (2) misses a payment due in any calendar month,
- (3) makes a payment for less than the agreed amount, or

Given under my hand and seal of office, this

SHANNON BERTRAND Notary Public, State of Texas Comm. Expires 07-13-2027 Notary ID 11582101

- (4) does not pay future Assessments before becoming delinquent with respect to a Payment Plan that spans additional fiscal periods for Assessments.
- (b) Effect of Default. If an Owner defaults on the terms of the Payment Plan, the Payment Plan will, at the Board's option, be voided. If a Payment Plan is voided, the Board will provide written notice to the Owner and the full amount owed by the Owner will immediately become due and payable. The Association will resume the process for collecting amounts owed using all remedies available under the Declaration and applicable laws.
- (c) <u>Default Waived</u>. In its absolute discretion, the Association may waive default under subsections 6(a)(2), 6(a)(3), and 6(a)(4) if an Owner makes up the missed or short payment in the immediate next calendar month's payment. The Association may provide a courtesy notice to Owner of any missed or short payment.
- 7. Reinstatement of Vokded Plan. In its absolute discretion, the Association may reinstate a voided Payment Plan once during the original term of the Payment Plan, as long as all missed payments are made up at the time the Owner submits a written request for reinstatement.

8.All other terms of a Payment Plan including administrative fees are at the sole discretion of the Board.

I certify that, as I LICOL of Stratford Points Homeowners Association, Inc., the foregoing Payment Plan Policy was adopted on the 2 Thay of Local 20 25 at a meeting of the Board of Directors at which a quorum was present, and has not been modified, rescinded, or revoked DATED this 2 day of Local 205	ıg
By: Name: L. J. PIOLS Title: Director	
STATE OF TEXAS S S S S S S S S S S S S	

Payment Plan Policy

Page 2

Exhibit D Document Retention Policy

STRATFORD POINTE HOMEOWNERS ASSOCIATION, INC.'S DOCUMENT RETENTION POLICY

STATE OF TEXAS

STATE OF TEXAS

COUNTY OF LUBBOCK

STATE OF TEXAS

This Document Retention Policy is adopted by the Board of Directors ("the "Board") of the Stratford Pointe Homeowners Association, Inc. ("Association"), in accordance with Texas Property Code section 209.005 and supersedes any policy regarding retention and destruction of Documents that may have previously been in effect. This Document Retention Policy will be effective when recorded in the Official Public Records of Lubbock County, Texas.

1. Definitions.

- (a) Generally. The following words and phrases when used in this Document Retention Policy have the following meanings:
- (1) The terms "Destroy" and "Destroyed" mean to destroy, discard, shred, burn, delete, chemically treat, purge, or otherwise eliminate Documents as may be appropriate.
- (2) The term "Document" means any written, typed, or printed matter and all magnetic, electronic, or other records or documentary material generated or received by the Association in connection with transacting its business or related to the Association's legal obligations. The term "Document" includes but is not limited to writings, drawings, reports, graphs, charts, diagrams, correspondence, telegrams, memoranda, notes, records, minutes, contracts, agreements, records or notations of telephone or personal conversations or conferences, interoffice communications, electronic mail, microfilm, microfiche, bulletins, circulars, pamphlets, photographs, faxes, invoices, audio and visual recordings, computer printouts, drafts, résumés, logs, worksheets, and other information that is stored in magnetic, optical, digital, or other electronic-storage media from which the information can be obtained and examined, such as hard drives, floppy disks, CD-ROMs, DVDs, tapes, smart cards, integrated-circuit cards (e.g., SIM cards), other removable media (e.g., flash drives, Zip drives, Jaz cartridges), and the files within which any such items are maintained.
- (3) The term "Official Files" means the files maintained by the Manager. The term "Official Files" expressly excludes Documents subject to the attorney-client privilege and the work-product privilege maintained by the Association's legal counsel.
- (b) Other Capitalized Terms. Any other capitalized term in this Document Retention Policy that is not defined in this Document Retention Policy will have the meaning set forth in, as applicable, (1) the Declaration of Covenants, Conditions, Restrictions and Easements Stratford Pointe Homeowners Association, Inc., Lubbock, Texas (as amended or restated from time to time), or (2) the Bylaws of Stratford Pointe Homeowners Association, Inc., a Texas nonprofit corporation (as amended or restated from time to time).

2. Policy.

- (a) It is the Association's policy to maintain complete, accurate, and high-quality Documents. Documents are to be retained for the period of their immediate use, unless longer retention is required for historical reference, contractual or legal requirements, or other purposes as set forth in this Document Retention Policy.
- (b) Documents may be maintained in paper format or in an electronic format that can be readily transferred to paper.
- (c) Documents that are no longer required, or have satisfied their recommended period of retention, will no longer be records of the Association and may be Destroyed.
- (d) The Manager is responsible for ensuring that Documents within its area of assigned responsibility are identified, retained, stored, protected, and subsequently Destroyed in accordance with the guidelines set forth in this Document Retention Policy.
- 3. <u>Compliance.</u> This Document Retention Policy is not intended to be exhaustive and, accordingly, will be implemented to meet the specific needs of the Association. The retention periods specified in the Retention Schedule are guidelines based on the current retention periods set forth in current laws, industry custom, and practice.
- 4. Record Retention Schedule. Documents must be retained in accordance with the retention schedule

Document Retention Policy Page 1

attached as Exhibit "A" ("Retention Schedule"). The retention periods specified in the Retention Schedule for particular Documents are intended as guidelines. In particular circumstances, the Manager and the Board may determine that either a longer or shorter retention period is warranted, as long as the retention period does not violate current law.

5. <u>Directors.</u> The Association does not require Directors to maintain any Documents. Directors, in their discretion, may Destroy copies of Documents generated by the Association if the Association maintains the originals of the Documents in the Official Files. However, if Directors receive Documents relating to the Association that were not generated by the Association or received through the Association, Directors must send the originals of the Documents (or copies, if originals are not available) to the Manager to be maintained in the Official Files.

6. Annual Purge of Files.

- (a) The Manager and each Director electing to maintain Documents must conduct an annual purge of files that are under their respective control. The annual purge of files must be completed within the first quarter of each calendar year for Documents relating to prior years.
- (b) When a Director ceases to be a Director, the Director must either Destroy or turn over to the Manager all Documents relating to the business of the Association in the Director's possession or control. If the Documents are turned over, from that time forward, the Manager will have the responsibility to conduct the annual purge of files maintained by the former Director.

7. Destruction Procedure.

- (a) If the Documents to be purged are of public record, the Documents will be recycled. If recycling is not economically feasible, the Documents may be Destroyed.
- (b) If the Documents to be purged are not of public record, the Documents will be recycled as long as any confidential information contained in the Documents can be preserved; otherwise, the Documents will be Destroyed in order to preserve the confidential nature of the information.
- 8. <u>Certification.</u> Following the annual purge of files, the Manager, on request by the Board, must certify in writing that all Documents under its control conform to the guidelines set forth in this Document Retention Policy.
- 9. <u>Copies of Originals.</u> Copies of any Document may be recycled or Destroyed (as appropriate) at any time, regardless of age, as long as an original of the Document is maintained in the Official Files.
- 10. Onset of Litigation. If litigation has commenced, or if it is reasonably foreseeable that litigation may be imminent, all Documents potentially relevant to the dispute must be preserved. At the direction of the Association's legal counsel, the Manager will advise the Board and any other person who may maintain Documents of the facts relating to the litigation. Thereafter, all Documents potentially relevant to the dispute will be deemed "held" until the litigation is concluded and all appeal periods have expired. At the conclusion of the litigation, the "hold" period will cease and the time periods provided in the Retention Schedule will apply to the Documents.

{Remainder of page intentionally blank.}

Document Retention Policy Page 2

Certification

I certify that, as leave the foregoing Document Retention Policy was adopted on the day of encourages Association, Inc., the foregoing Document Retention Policy was adopted on the day of encourages Association, Inc., the foregoing Document Retention Policy was adopted on the day of encourages Association, Inc., the foregoing Document Retention Policy was adopted on the day of encourages Association, Inc., the day of encourages Association, Inc., the Notary Public, State of Texas

County of Stratford Pointe Homeowners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that she executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said cosperation.

Given under my hand and seal of office, this day of the person whose name is subscribed to this instrument, and as the act and deed of said cosperation.

Given under my hand and seal of office, this day of the person whose name is subscribed to this instrument, and as the act and deed of said cosperation.

SHANNON BERTRAND

Notary Public, State of Texas

Comm. Expires 07-13-2027

[sealNotary In 11582101]

	Exhil	it "A"	
	Document Re	etention Policy	
Document Type	Defined	Time Period	Exception
Account Records of Current Owners	Member assessment records	Five (5) years	Unless period of ownership exceeds five (5) years, then retain last five (5) years
Audit Records	Independent Audit Records	Seven (7) years	
Bylaws	And all amendments	Permanently	
Certificate of Formation	And all amendments	Permanently	
Contracts	Final contracts between the Association and another entity	Later of completion of performance or expiration of the contract term plus four (4) years	
Financial Books & Records	Year-end financial records and supporting documents	Seven (7) years	
Minutes of Board & Owners Meetings	Board meetings and written consents in lieu of a meeting; Annual member meetings	Seven (7) years	
Restrictive Covenants	And all amendments	Permanentiy	
Tax Returns	Federal and State income tax returns and supporting documentation	Seven (7) years	

Exhibit E
Fine Policy

STRATFORD POINTE HOMEOWNERS ASSOCIATION, INC.'S FINE POLICY

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Fine Policy ("Fine Policy" or "Policy") supersedes any policy regarding collection of Assessments and other amounts owed to Stratford Pointe Homeowners Association, Inc. ("Association") and Board hearings related to same, that may have previously been in effect. If Chapter 209 of the Texas Property Code or any other legal requirement applicable to violations and fining by the Association is hereinafter amended or changed, this Fine Policy shall be interpreted in a manner which conforms to the provisions of such legal requirements. This Policy will be effective when recorded in the Official Public Records of Lubbock County, Texas.

1. <u>Definitions</u>. Any capitalized term in this Fine Policy that is not defined in this Policy will have the meaning set forth in, as applicable, (1) the Declaration of Covenants, Conditions, Restrictions and Easements Stratford Pointe Homeowners Association, Inc., Lubbock, Texas, recorded in the Official Public Records of Lubbock County, Texas, under Clerk's File No. 2017035686, as same has been or may be amended from time to time (the "Declaration"), or (2) the Bylaws of Stratford Pointe Homeowners Association, Inc., a Texas nonprofit corporation (as amended or restated from time to time).

2. Rules and Procedures for Fines.

- A. Policy. Section 9.12 of the Declaration authorizes the Association, acting through the Board, to assess fines for violations of the Declaration. The Association uses fines to discourage violations of the Association Documents and to encourage present and future compliance when violation does occur. Fines are not intended to punish violators or generate revenue for the Association.
- B. Owners Liable. An Owner is liable for fines levied by the Association for violations of the Association Documents, which includes property damages caused to any portion of the Common Areas, Recreational Facilities, or improvements thereon, whether the Owner commits the violation or occupants, guests, or other visitors of such Owner commit the violation. Regardless of who commits the violation, the Association will direct its communications to the Owner, although the Association may send copies of its notices to the actual violators.

C. VIOLATIONS THAT ARE CURABLE AND DO NOT POSE A THREAT TO PUBLIC HEALTH OR SAFETY

By way of illustration and not limitation, the following are examples of curable violations: (i) a parking violation, (ii) a maintenance violation, (iii) the failure to construct improvements or modifications in accordance with approved plans and specifications, and (iv) an ongoing noise violation, such as a barking dog.

In instances where a violation is both curable and does not pose a threat to public health or safety, Owners will be given a reasonable time to cure violations of the Dedicatory Instruments, as set forth in more particular detail below. The time period given may vary in relation to the difficulty, planning, and expense associated with rectifying the violation, which will be determined in the sole discretion of the Board. Additionally, the Board may, in its own discretion, take into consideration the specific

circumstances and the overall effect of the violation on the community when determining the time period to cure such violation, but in no event is the Board responsible or required to consider such factors. If an Owner is unable to correct the violation within the time specified, a written request for an extension must be submitted to the Board, and such request may be approved by the Board.

- COURTESY LETTER: On verification of a violation, a Courtesy Letter may be sent to the Owner stating a description of the violation and requesting that the Owner cure the violation within a stated time period. The Association is not required to send a Courtesy Letter.
- 2. VIOLATION LETTER: After the expiration of the time period stated in Courtesy Letter, if one is sent, or on the next inspection, if the violation has not been corrected, a Violation Letter may be sent to the Owner. Depending on the severity of the violation and/or the history of the Owner, this may be the first letter sent, as determined by the Board. The Association is not required to send a Violation Letter. The Violation Letter will state:
 - (i) A description of the violation(s);
 - (ii) The action required to correct the violation(s);
 - (iii) The time by which the violation must be corrected; and
- (iv) That if the violation is not corrected within the time provided or if there is a subsequent violation of the same restriction or of any other Dedicatory Instrument, a fine may be imposed.
- 3. DEMAND LETTER: Either on initial verification of a violation or after the expiration of the time period stated in the Courtesy Letter or Violation Letter, if sent, a Demand Letter may be sent to the Owner. This letter will be sent by certified mail. The Demand Letter may also be sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier to the Owner's last known address as shown on the Association's records, as well as by any other method that the Board determines that the Demand Letter may be received by the Owner. Depending on the severity of the violation and the history of previous violations on the Owner's property, this may be the first letter sent (rather than a Courtesy Letter or a Violation Letter), as determined in the sole discretion of the Board.

The following information is related to the Demand Letter for violations of the Dedicatory Instruments that are curable AND do not nose a threat to public health or safety (the "Curable Demand Letter"):

- (a) The Curable Demand Letter will state:
 - (i) <u>Violation</u>: A description of the violation(s) that is the basis for the suspension action, charge, or fine;
- (ii) <u>Fines/Amounts Due</u>: The amount of the proposed fine and any amount due to the Association:
- (iii) Right to Cure: The Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension;
- (iv) <u>Time to Cure</u>: A specific date, which must be a reasonable period to cure, by which the Owner must cure the violation;

- (v) Active Military Duty: The Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty;
- (vi) <u>Right to Request Hearing</u>: The Owner may request a hearing before the Board, such request to be made in writing on or before the thirtieth (30'h) day after the date the notice was mailed to the Owner; and
- (vii) <u>Referral to Attorney</u>: If the Owner fails to cure the violation within the reasonable period to cure set forth in the Demand Letter, the matter may be turned over to the Association's attorney for legal action.
- (b) Owner Timely Cures Violation: If the Owner cures the violation before the date specified in the Demand Letter, a fine may not be assessed for the violation.
- (c) Hearing not Requested Timeframe to Cure Violation: If the Owner chooses not to request a hearing, the violation must be cured within the timeframe set forth in the Demand Letter. Fines, suspension of the right to use the Common Areas, and other remedies available to the Association may be implemented after the expiration of the thirty (30) day timeframe provided to the Owner to request a hearing.

D. VIOLATIONS THAT ARE UNCURABLE OR POSE A THREAT TO PUBLIC HEALTH OR SAFETY

In the sole discretion of the Board, Owners may not be given time to cure violations of the Dedicatory Instruments that are considered uncurable or pose a threat to public health or safety. By way of illustration and not limitation, a violation is considered uncurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. The non-repetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy. By way of illustration and not limitation, examples of acts considered uncurable are: (i) shooting fireworks, (ii) an act constituting a threat to public health or safety, (iii) a noise violation that is not ongoing, (iv) property damage, including the removal or alteration of landscape, and (v) holding a garage sale or other event prohibited by a Dedicatory Instrument.

1. DEMAND LETTER: On initial verification of an uncurable violation or threat to public health or safety, a Demand Letter may be sent to the Owner. This letter will be sent by certified mail. The Demand Letter may also be sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier to the Owner's last known address as shown on the Association's records, as well ae by any other method that the Board determines that the Demand Letter may be received by the Owner.

The following information is related to the Demand Letter for violations of the Dedicatorv Instruments that are uncurable OR pose a threat to public health or safety (the "Uncurable Demand Letter"):

(a) The Uncurable Demand Letter will state:

- (i) <u>Violation</u>: A description of the violation(s) or property damage that is the basis for the suspension action, charge, or fine;
 - (ii) Fines/Amounts Due: State the amount of the fine and any amount due to the

Association;

- (iii) Active Military Duty: The Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty;
- (iv) Right to Request Hearing: The Owner may request a hearing before the Board or a designated committee, such request to be made in writing on or before the thirtieth (30'h) day after the date the notice was mailed to the Owner; and
- (v) <u>Referral to Attorney</u>: If the Owner fails to pay the fine within the timeframe set forth in the Demand Letter, the matter may be turned over to the Association's attorney for legal action.
- (b) Hearing not Requested: Regardless of whether the Owner chooses to request a hearing, fines, suspension of the right to use the Common Areas, and other remedies available to the Association may be implemented after the mailing of the Demand Letter.
- E. Repeat Violation. In the case of a repeat violation, the violation notice will state that, because the Owner was given a violation notice and a reasonable opportunity to cure the same or substantially similar violation within the preceding six (6) months, the fine attaches from the date of the violation notice.
- 3. Right to Hearing. An Owner may request in writing a hearing by the Board of Directors regarding an alleged breach of the Association Documents. The Board of Directors shall have ten (10) days after receiving the Owners request for a hearing to give the Owner notice of the time, place and date of the hearing. The hearing must be scheduled for a date within thirty (30) days from the date the Association receives the Owner's hearing request and should be scheduled to provide a reasonable opportunity for the Board of Directors and the Owner to attend. The Owner's request for a hearing suspends only the levy of a fine. The hearing will be held in a closed or executive session of the Board of Directors. At the hearing, the Board of Directors will consider the facts and circumstances surrounding the violation and the Owner may attend in person or may be represented by another person or written communication.
- 4. <u>Committee of Board of Directors</u>. The Board of Directors may appoint a committee comprised solely of directors, and having at least three members, to serve as the Board of Directors at violation hearings. The Board of Directors will be bound by the decision of Board of Directors Committee. Such a committee may be appointed on an ad hoc basis.
- 5. <u>Fine Amounts</u>. The Association has established a schedule of fines (the "Fine Schedule") for the different types of violations of the rules set forth in the Declaration and other Association Documents, as required by the Act, which fine schedule is attached to this Policy as Exhibit "A" and incorporated herein by reference. The Association may set other fine amounts on a case-by-case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. At the time of establishing any new fines, the Association will promptly cause an amendment to the Fine Schedule to be recorded in the Official Public Records of Lubbock County, Texas. Amounts charged to an Owner for property damage shall be subject to Section 3.04 of the Declaration. The amount and cumulative total of fines must in reasonable in consideration of the violation, and fine amounts should be uniform for similar violations of the Declaration and other Association Documents.

- 6. <u>Type of Levy</u>. If the violation is ongoing or continuous, the fine may be levied periodically, but no more than once per month, after the violation notice was delivered for the first violation and the cure period therein expired. If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per-occurrence basis.
- 7. Collection of Fines. The Association is not entitled to collect a fine from an Owner to whom it has not given a violation notice and an opportunity to be heard according to this Fine Policy. The Association may not foreclose its Assessment lien on a debt consisting solely of fines. Except as expressly permitted by the Declaration or the Act, the Association may not charge interest or late fees for unpaid fines.

Certification I certify that, as of Stratford-Pointe Homeowners Association, Inc., the foregoing Fine Policy was adopted on the 242 day of Lobruary, 2025 at a meeting of the Board of Directors at which a quorum was present, and has not been modified, rescinded, or revoked. By: Name: STATE OF TEXAS COUNTY OF > BEFORE ME, on this day personally appeared Stratford Pointe Homeowners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation. Given under my hand and seal of office, this SHANNON BERTRAND Notary Public, State of Texas Comm. Expires 07-13-2027

Notary ID 11582101

Exhibit "A"

Fine Schedule

Section references to the Declaration or other Association Documents should be confirmed before sending notices of violation to Owners pursuant to the Fine Policy.

Violation	Article/Section References from Declaration (or other governing document) for violations	Maximum Dollar Amount of Fines (levied on a per occurrence basis)
General – Failure to comply with the Declaration and other Association Documents *For use when specific category or section is not included in this Fine Schedule		\$1,000.00
Use of the Property	Article VI	\$1000.00
- Signs	6.14	\$250.00
- Garbage/Weeds	6.18	\$250.00
- Exterior Maintenance	6.29	\$250.00
Architectural Control Committee	Article VII	\$1000.00
Violation of Bylaws		\$250.00
Violation of Document Retention Policy		\$250.00

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk Lubbock County, TEXAS 03/06/2025 08:33 AM Recording Fee: \$129.00 2025008025