

Kaufman County
Laura Hughes
County Clerk

Instrument Number: 2017-0026105

DECLARATION/DESIGNATION

Party: BROOKLYN VILLAGE HOMEOWNERS ASN INC

Billable Pages: 23
Number of Pages: 24

FILED AND RECORDED – REAL RECORDS	CLERKS COMMENTS
<p>On: 11/09/2017 at 10:37 AM</p> <p>Document Number: <u>2017-0026105</u></p> <p>Receipt No: <u>17-25728</u></p> <p>Amount: \$ <u>114.00</u></p> <p>Vol/Pg: <u>V:5506 P:93</u></p>	<p>E-RECORDING</p>



STATE OF TEXAS
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kaufman County, Texas.

A handwritten signature in cursive script that reads "Laura A. Hughes".

Laura Hughes, County Clerk

Recorded By: Bobbie Bartlett, Deputy

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.

Record and Return To:



STATE OF TEXAS

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COUNTY OF DALLAS

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Before me, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Jackson Su, President of Brooklyn Village Homeowners' Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it with authority as the act of Brooklyn Village Homeowners' Association, Inc., a Texas non-profit corporation, for the purposes and consideration expressed in the instrument, and in the capacity stated in it.

Given under my hand and seal of office, this 27th day of October, 2017.

Emily Jimenez
Notary Public - State of Texas

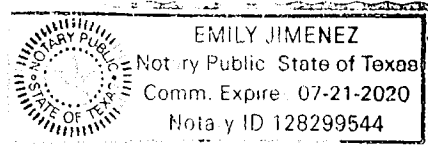


EXHIBIT A

STATE OF TEXAS

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COUNTY OF KAUFMAN

PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE

In accordance with Texas Property Code section 209.004, Texas Residential Property Owners Protection Act, Brooklyn Village Homeowners' Association, Inc., a Texas nonprofit corporation, certifies as to the following:

- 1. The name of the subdivision is Brooklyn Village Phase I and II.
- 2. The name of the association is Brooklyn Village Homeowners' Association, Inc., a Texas nonprofit corporation.
- 3. The recording data for the subdivision is Phase I: Instrument No. 2016-0023544 filed for record on November 18, 2016 with the County Clerk of Kaufman County, Texas ; Phase II: Instrument No. 2017-0023065 filed on October 9, 2017 with the County Clerk of Kaufman County, Texas.

4. The recording data for the Declaration of Restrictive Covenants is Instrument No. 2017-0024004 filed for record on October 18, 2017 in the Office of the County Clerk of Kaufman County, Texas.

5. The mailing address for the association is as follows:

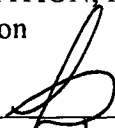
9400 North Central Expressway, Suite 460, Dallas, Texas 75231
Attention: President

6.. The name and address of the person managing the association are as follows:

Jackson Su, 9400 North Central Expressway, Suite 460, Dallas, Texas 75231

EXECUTED as of October 26, 2017.

BROOKLYN HOMEOWNERS'
ASSOCIATION, INC., a Texas nonprofit
corporation

By: 
Name: Jackson Su
Title: President

STATE OF TEXAS

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COUNTY OF DALLAS

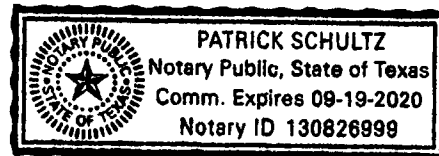
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Before me, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Jackson Su, Manager of Brooklyn Village Homeowners' Association, Inc. a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it with authority as the act of said non-profit corporation, for the purposes and consideration expressed in the instrument, and in the capacity stated in it.

Given under my hand and seal of office, this 27th day of October, 2017.


Notary Public – State of Texas



BROOKLYN VILLAGE HOMEOWNERS' ASSOCIATION, INC.

DOCUMENT RETENTION POLICY

This Document Retention Policy is adopted 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 real property records of Kaufman 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 terms "Document" or "Documents" mean any documentary material generated or received by the Association in connection with transacting its business, or related to the Association's legal obligations. The terms "Document" or "Documents" include, among other things, writings, drawings, graphs, charts, photographs, tape, disc, audio recordings, microforms, and other electronic documents from which information can be obtained or translated, such as electronic mail, voice mail, floppy disks, hard disks and CD ROM, 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 Restrictive Covenants for Brooklyn Village Phase I and II (as amended or restated from time to time), or (2) the Bylaws of Brooklyn Village 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. Compliance. 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 attached as Schedule 1 (“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. Directors. 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. Certification. 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. Copies of Originals. 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.

BROOKLYN VILLAGE HOMEOWNERS' ASSOCIATION, INC.

RECORDS PRODUCTION AND COPYING POLICY

This Records Production and Copying Policy ("Records Policy") is adopted in accordance with Texas Property Code section 209.005 and supersedes any policy regarding inspection and copying of Records that may have previously been in effect. This Records Policy is effective when recorded in the real property records of Kaufman County, Texas.

1. Definitions.

(a) Generally. The following words and phrases when used in this Policy have the following meanings:

- (1) The term "Business Days" means Monday through Friday, excluding federal holidays on which national banking associations in Kaufman County, Texas, are authorized to be closed.
- (2) The terms "Record" or "Records" mean the books and records of the Association, including financial records. The terms "Record" or "Records" specifically exclude an attorney's files and records relating to the Association and records of the Association subject to the attorney-client privilege and the work-product privilege.
- (3) The term "Requesting Person" means an Owner, for himself or herself, or a person designated in writing by the Owner as the Owner's agent, attorney, or certified public accountant.

(b) Other Capitalized Terms. Any other capitalized term in this Records Policy that is not defined in this Records Policy will have the meaning set forth in, as applicable, (1) the Declaration of Restrictive Covenants for Brooklyn Village Phases I and II (as amended or restated from time to time), or (2) the Bylaws of Brooklyn Village Homeowners' Association, Inc., a Texas nonprofit corporation (as amended or restated from time to time).

2. Request to Inspect or Obtain Copies.

(a) A Requesting Person may submit a request to inspect or obtain copies of Records. The request must be submitted in writing and delivered to the Association by certified mail, return receipt requested, at the Association's mailing address as reflected on the Association's most current management certificate recorded in the real property records of Kaufman County, Texas.

(b) A written request to inspect or obtain copies of Records must identify with sufficient detail the Records requested and contain an election either to have the Association forward copies of the identified Records or to inspect the Records requested. If the Requesting Person elects to have the Association forward copies of the identified Records, the request

must indicate the address to which the Requesting Person desires to have the Records forwarded, as well as one of the available formats and delivery methods below:

- (1) Format: electronic files, compact disc, or paper copies.
- (2) Delivery method: e-mail, certified mail, or pickup.

3. Response to Request. Within ten (10) Business Days after receipt of a written request under Section 2, the Association will provide one of the following as appropriate:

- (a) the requested Records, if copies were requested and any required advance payment had been made;
- (b) a written notice that the requested Records are available for inspection, specifying dates and times when the requested Records may be inspected by the Requesting Person during normal business hours at the Association's office;
- (c) a written notice that the requested Records are available for delivery once payment of the cost to produce the requested Records is made and stating the cost;
- (d) a written notice that a request for delivery does not contain sufficient information to identify the specific Records desired, the format, the delivery method, or the delivery address, as applicable;
- (e) a written notice that the requested Records cannot be produced within ten (10) Business Days but will be available within fifteen (15) additional Business Days from the date of the notice and payment of the cost to produce the Records is made and stating the cost.

4. Guidelines for Inspection.

- (a) A Requesting Person requesting to inspect Records must not disrupt the ordinary business activities of the office where the Records are kept during the inspection.
- (b) No originals of any Records may be removed by a Requesting Person from the office where the Records are kept without the Association's express written consent.
- (c) If a request is made to inspect Records and the Records are maintained in electronic format, the Requesting Person will be given access to equipment to view the electronic records. The Association will not be required to transfer the electronic records to paper format unless the Requesting Person agrees to pay the cost of producing the copies.
- (d) If a Requesting Person inspecting Records requests copies of certain Records during the inspection, the Association must provide them promptly, if possible, but no later than ten (10) Business Days after the inspection or payment of costs, whichever is later.

5. Costs.

(a) A Requesting Person is responsible for all costs associated with a request made under this Records Policy, including but not limited to copies, postage, supplies, labor, overhead, and third-party fees (such as archive document retrieval fees from off-site storage locations) as listed below:

- (1) black and white 8½” x 11” single-sided copies ... \$0.10 each;
- (2) black and white 8½” x 11” double-sided copies ... \$0.20 each;
- (3) color 8½” x 11” single-sided copies ... \$0.50 each;
- (4) color 8½” x 11” double-sided copies ... \$1.00 each;
- (5) oversized single-sided copies ... \$0.50 each;
- (6) oversized double-sided copies ... \$1.00 each;
- (7) PDF images of documents ... \$0.10 per page;
- (8) compact disc ... \$1.00 each;
- (9) DVD ... \$3.00 each;
- (10) labor and overhead ... \$18.00 per hour;
- (11) mailing supplies ... \$1.00 per mailing;
- (12) postage ... at cost;
- (13) other supplies ... at cost; and
- (14) third-party fees ... at cost.

(b) The Association will send the Requesting Person an estimate of the costs to respond, compile, produce, and reproduce the Records requested. Any costs associated with a Records request must be paid in advance of delivery by the Requesting Person. { A Requesting Person who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Records Policy.

(c) In the Association’s absolute discretion, and with the concurrence of the Owner, the Association may agree to invoice the cost of the Records request to the Owner’s account. The Owner must pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as Maintenance Charges as allowed under the Declarations.

6. Waiver of Notice and Costs. If, in the Association’s discretion, a request for Records is deemed to be minimal, the Association may waive the notice requirements under Section 2 and the costs under Section 5.

7. Records of Individual Owners. Unless the Association receives express written approval from the individual Owner whose records are the subject of a request for inspection or copying, the following Records are not available for inspection or copying by any Requesting Person:

- (a) the financial records associated with an individual Owner;
- (b) deed restriction violation details for an individual Owner; and
- (c) personal information, including contact information, other than an address for an individual Owner.

BROOKLYN VILLAGE HOMEOWNERS' ASSOCIATION, INC.

PAYMENT PLAN POLICY

This Payment Plan Policy ("Policy") is adopted 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 real property records of Kaufman County, Texas.

1. **Definitions.** 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 Restrictive Covenants for Brooklyn Village Phases I and II (as amended or restated from time to time), or (b) the Bylaws of Brooklyn Village Homeowners' Association, Inc., a Texas nonprofit corporation (as amended or restated from time to time).

2. **Payment Plans.**

(a) **Right to Payment Plan.** 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) **Effect of Prior Default.** 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) **Effect of Expiration of Cure Period.** The Association has no obligation to accept a Payment Plan from an Owner more than thirty (30) 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 Plans must be in writing on a form provided by the Association and signed by the Owner.

(b) **Frequency and Amount of Payment.** 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) **Duration.** 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 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) Future Assessments. 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) Sequential Payment Plans. 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. Date Payment Plan is Active. 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;

(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;
- (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 Association's option, be voided. If a Payment Plan is voided, the Association 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) **Default Waived.** 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 Voided 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.

BROOKLYN VILLAGE HOMEOWNERS' ASSOCIATION, INC.

ASSESSMENT COLLECTION POLICY

This Assessment Collection Policy ("Collection Policy") supersedes any policy regarding collection of Assessments and other amounts owed to the Association that may have previously been in effect. This Collection Policy will be effective when recorded in the real property records of Kaufman County, Texas.

1. Definitions. Any capitalized term in this Collection Policy that is not defined in this Collection Policy will have the meaning set forth in, as applicable, (a) the Declaration of Restrictive Covenants for Brooklyn Village Phases I and II (as amended or restated from time to time), or (b) the Bylaws of Brooklyn Village Homeowners' Association, Inc., a Texas nonprofit corporation (as amended or restated from time to time).

2. Policy Objectives. The collection of Assessments owed by Owners and the application of their payments under the Declaration, the Bylaws, and this Collection 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 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) collection costs and attorney fees associated solely with Assessments or any other charges that could provide the basis for foreclosure;
- (4) all other collection costs and attorney fees;
- (5) fines;
- (6) reimbursable expenses; and
- (7) late fees and interest.

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 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 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. Due Date; Delinquency Date. All Assessments are due and payable to the Association as and when 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. Each due date for Assessments is collectively referred to in this Collection 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 will be assessed late fees, handling charges, and interest as provided in Sections 7 and 8.

5. 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.

6. 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. The Default Letter must do the following:

- (a) 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;
- (b) describe the options the Owner has to avoid having the account turned over to a collection agent, including information about availability of a payment plan through the Association; and
- (c) provide a period of at least thirty (30) days for the Owner to cure the delinquency before further collection action is taken.

7. Interest; Late Fee. 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 of ten percent (10%) per year or the maximum rate permitted by applicable law, whichever is less, 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 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 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 Policy for Assessments.

8. Handling Charges; Returned-Check Fees. 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 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.

9. 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 upon payment by the Owner of the amount that has been accelerated.

10. 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

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.

11. 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 Policy will be deemed valid and effective for all purposes if given to the representative or agent.

12. 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, 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 Policy. 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 Policy.

13. Legal Action. Upon 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) **Title Search.** If a Delinquent Owner does not pay the amounts included in the initial Notice Letter sent by counsel, counsel will, upon direction from the Manager or the Board, order a search of the land records to verify current ownership of the Lot on which the delinquency exists.

(c) **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, upon request by the Manager or the Board, will prepare and record in the real property records of {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.

(d) **Foreclosure/Personal Judgment.** 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. Possession Following Foreclosure. 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. Credit Bureaus. 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. Collection Agency. The Board may employ or assign any past-due account to one or more collection agencies.

18. Notification of Mortgage Lender. The Association may notify an Owner's Mortgagee of any default in the timely satisfaction of Assessment obligations.

19. Form of Payment. 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

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(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 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. Correction of Credit Report. 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. Statements of Unpaid Assessments. The Board may impose a reasonable fee, which may not exceed \$50.00, 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.

Form 6:11 Architectural Guidelines – Installation of Solar Panels

{*NAME OF OWNERS' ASSOCIATION*} OWNERS' ASSOCIATION, INC.

**ARCHITECTURAL GUIDELINES
FOR THE INSTALLATION OF SOLAR PANELS**

1.. These Architectural Guidelines for the Installation of Solar Panels (“Guidelines”) are promulgated in accordance with Texas Property Code section 202.010 and supersede any guidelines relating to the regulation of solar energy devices that may have previously been in effect. These Guidelines will be effective when recorded in the real property records of {*county*}, Texas. {*See Tex. Prop. Code §202.006.*}

2.. Any capitalized term in these Guidelines that is not defined in these Guidelines will have the meaning set forth in, as applicable, (a) the Declaration of Restrictive Covenants for {*name of development or subdivision*} (as amended or restated from time to time), or (b) the certain Bylaws of {*name of owners' association*} Owners' Association, Inc., a Texas nonprofit corporation (as amended or restated from time to time).

3.. Solar energy devices, including any related equipment or system components (collectively, “Solar Panels”), may be installed only after receiving written approval from the Architectural Committee. {*See Tex. Prop. Code §202.010(d)(8).*} Approval will not be unreasonably withheld, conditioned, or delayed as long as the installation complies with the provisions of these Guidelines.

4.. Solar Panels may not be installed on or within Common Area and Facilities or any area maintained by the Association. {*See Tex. Prop. Code §202.010(d)(2), (d)(3).*}

5.. Solar Panels may be installed only on designated locations on the roof of a Living Unit, on any other Improvement permitted under any of the Restrictions, or within any fenced rear-yard or fenced-in patio of an Owner’s Lot. {*See Tex. Prop. Code §202.010(d)(4).*}

6.. If located on the roof of a Living Unit, Solar Panels must be located on the roof facing away from the nearest road or street, unless the Owner demonstrates that the location decreases the estimated annual energy production of the Solar Panels, as determined by using a publicly available modeling tool provided by the Natural Renewable Energy Laboratory (or its successor), by more than ten percent (10%) above the energy production of the Solar Panels. {*See Tex. Prop. Code §202.010(d)(5)(B).*}

7.. If located on the roof of a Living Unit, Solar Panels must meet the following requirements:

- (a) they must not extend higher than or beyond the roofline;
- (b) they must conform to the slope of the roof;
- (c) they must have a top edge that is parallel to the roofline; and

(d) they must have a frame, support bracket, or visible piping or wiring that is in a silver, bronze, or black tone commonly available in the marketplace and that blends with the color of the roof to the greatest extent possible. *{See Tex. Prop. Code §202.010(d)(5)(A), (d)(5)(C), (d)(5)(D).}*

8.. If located in the fenced rear-yard or fenced-in patio, Solar Panels must not be taller than the fence line. *{See Tex. Prop. Code §202.010(d)(6).}*

9.. The Architectural Committee may deny a request for the installation of Solar Panels if it is determined in writing that the placement of the Solar Panels as proposed by the Owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. *{See Tex. Prop. Code §202.010(e).}* The Architectural Committee will approve a request for the installation of Solar Panels if the Owner obtains the written approval of the proposed placement of the Solar Panels by all Owners of adjoining Lots, provided that (a) the installation meets all other requirements contained in these Guidelines and (b) the Architectural Committee determines that the placement of the Solar Panels as proposed by the Owner does not constitute a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. *{See Tex. Prop. Code §202.010(e).}*

10.. Any installation of Solar Panels that voids material warranties is not permitted and will be cause for the Solar Panels to be removed by the Owner. *{See Tex. Prop. Code §202.010(d)(7).}*

11.. Solar Panels must be properly maintained at all times or removed by the Owner.

12.. Solar Panels that become nonfunctioning or inoperable must be removed by the Owner.

13.. Solar Panels are prohibited if a court of competent jurisdiction determines that their installation violates any laws or threatens the public health or safety. *{See Tex. Prop. Code §202.010(d)(1).}*