EXHIBIT "D"
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKEPOINTE

Collection Policy

LAKEPOINTE AT LAVON HOMEOWNERS ASSOCIATION, INC.

Collection Policy
*(**Cross Reference:** Master Declaration of Covenants Conditions and Restrictions for LakePointe at Lavon Homeowners Association, Inc. filed of record in the Official Public Records, Collin County, Texas)*

WHEREAS, the Board of Directors (the "Board") of LakePointe at Lavon Homeowners Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish a Collection Policy by which Assessments and other amounts due may be collected; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines with its Bylaws or as a dedicatory instrument in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for the collections of assessments and other amounts due are established by the Board:

Assessment Collection Policy (the "*Collection Policy*") for the Association:

1. Generally. The steps and procedures contained in this Policy serve as a general outline of the Association's collection process and the Association is not bound to follow these exact procedures in every collection matter except as required by the Declaration and the laws that govern collection of assessments. The procedures below are not intended to constitute a prerequisite or condition precedent to the Association's legal ability to collect unpaid assessments and other amounts except as required by the Declaration or law.

2. Due Dates. Pursuant to the Declaration, the assessment shall be paid annually unless an alternate schedule is adopted by the Board. For assessments paid annually and unless otherwise noted, an assessment shall be deemed delinquent if not paid on or before the last day of the month in which the assessment is due. The due date and delinquency date for a Special Assessment authorized per the Declaration shall be determined by the Board of Directors. Any installment of the Annual Assessment which is not paid in full as defined herein is considered delinquent (the *Delinquency Date*") and shall be assessed late, collection, and other fees and interest as provided below or as allowed in order to collect delinquent assessments due.

3. Written Notice of Delinquency. Subsequent to an Owner becoming delinquent, and prior to referring the account to the Association's legal counsel for collection, the Association will send at least one (1) written notice of the delinquency to the Owner via certified mail (the *"Delinquency Notice"*). The Delinquency Notice shall: (I) detail each delinquent amount and the total amount owed; (ii) describe the options the Owner has to avoid having the account referred to the Association's legal counsel, including

the availability of a payment plan, and (iii) provide the Owner a period of at least thirty (30) days to cure the delinquency before further collection action is taken. Such Notice may also be referred to as a "Thirty-day Demand Letter."

4. Payment Plans. Section 209.0062 of the Texas Property Code requires that the Association adopt reasonable guidelines to establish an alternate payment schedule by which an owner may make partial payments for delinquent amounts owed to the Association in certain circumstances. The Board has adopted and recorded a policy which governs payment plans and the Association will follow the policies and procedures contained therein.

5. Interest. In the event any assessment, or any portion thereof, is not paid in full before the Delinquency Date, interest on unpaid assessments at the rate of eighteen percent (18%) per annum from the Delinquency Date (or at the rate set forth in the Declaration, if different) until paid may be charged to the Owner's account in addition to other fees and costs. Such interest, as and when it accrues hereunder, is secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of interest; provided, however, that the waiver of interest shall not constitute a waiver of the Board's right to collect any interest or any other charges in the future.

6. Late Charges. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, late charges in an amount up to $25.00 shall be assessed against the Owner's account each month and every month until the assessment is paid in full. Such late charge, as and when levied, is secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of any late charge; provided, however, that the waiver of any late charge shall not constitute a waiver of the Board's right to collect any or late charges or any other charges in the future.

7. Collection Fees. In the event any assessment, or any portion thereof, is not paid in full by the Due Date shall accrue collection fees which shall be assessed against the Owner's account each month and every month until the assessment is paid in full. *Collection fees are charges by the managing agent for the servicing of accounts, collection of delinquent accounts and for other services rendered such as payment plan processing and monitoring, credit reporting, and other collection enforcement actions and may not be waived by the Board without the consent of the managing agent.* Such collection fee, as and when levied, is secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments. The Managing Agent has the right, but not the obligation, to bill the Association each month for such fees and should the Association terminate a Managing Agent, the Agent shall immediately collect all outstanding fees owed to it for the collection efforts performed by it on all delinquent accounts. Such collections by the Agent or payment thereof to the Agent shall not require the prior consent of the Board.

8. Handling Charges and Return Check Fees. In order to recoup for the Association, the costs incurred because of the additional administrative expenses associated with collecting delinquent assessments, collection of the following fees and charges are part of this Policy:

a. Any processing and handling charges, administrative fees, collection costs, postage, additional handling of certified or certified, return receipt mail, or other expenses incurred by the Association or Agent in connection with the collection of any assessment or related amount owing

beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner.

b. A minimum charge of $25.00 per item or the amount charged by the Bank if greater, will become due and payable for any check or other form of payment tendered to the Association which is dishonored by the drawee, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of assessments owing with respect to such Owner's Lot.

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

9. Collection Agencies. In the event an account has not been paid in full following thirty (30) days from the date Delinquency Notice was mailed to the Owner, the Association's agent may refer the account to its Attorney, a collection agency for collection, including reporting delinquent account to any credit bureau or other agency providing credit histories to authorized entities. All costs incurred by the Association for using the services of any other collection service or agency, or for administering the referral and handling of the account to a collection agency by Agent, are deemed costs of collection of the Association. Such costs of collection, when incurred by the Association and added to an Owner's account, are secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments.

10. Application of Funds Received. All monies received by the Association will be applied to the Owner's delinquency in the following order of priority:

a. First, to any delinquent assessment;

b. Second, to any current assessment;

c. Next, to any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;

d. Next, to any attorney's fees incurred by the Association that are not subject to Subsection 10 (c) above;

e. Next, to any fines assessed by the Association; and

f. Last, to any other amount owed to the Association.

If the Owner is in default under a payment plan entered into with the Association at the time the Association receives a payment from the Owner, the Association is not required to apply the payment in the order of priority specified herein, except that a fine assessed by the Association may not be given priority over any other amount owed to the Association.

11. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner or a Lot for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the Owner and address for a given Lot, will be valid and effective for all purposes pursuant to the Declaration and this Policy until such time as there is actual receipt by

the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both.

12. Notification of Owner's Representative. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such Representative or agent.

13. Remedies and Legal Actions. If an Owner fails to cure the delinquency within the period stated in the Delinquency Notice (as provided for above), the Association may, at its discretion and when it chooses, refer the delinquency to legal counsel for the Association. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the Owner's assessment obligation and may be collected as such as provided herein. Upon direction of the Board or the Association's agent, legal counsel for the Association may pursue any and all available legal remedies with regard to the delinquencies referred to it which may include, but not limited to, Notice Letter, Notice of Lien, and Notice of Foreclosure.

i. Expedited Foreclosure Pursuant to Rules 735 & 736 of the Texas Rules of Civil Procedure. The Board may decide to foreclose its lien by exercising its power of sale granted by the Declaration. In such event, counsel may commence expedited foreclosure lawsuit under Rules 735 and 736 of the Texas Rules of Civil Procedure ("Expedited Foreclosure"). Upon receipt from the Court of an order authorizing foreclosure of the Lot, counsel may post the Lot at the Collin County Courthouse for a foreclosure sale. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association may institute, a personal judgment suit against the former Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

ii. Judicial Foreclosure. The Association, may file suit for judicial foreclosure ("Judicial Foreclosure") of the assessment lien, which suit may also seek a personal money judgment. Upon receipt from the Court of an order foreclosing the Association's assessment lien against the Lot, the sheriff or constable may post the Lot for sheriff's sale. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Lienholder Notification. In pursuing Expedited Foreclosure or Judicial Foreclosure, the Association shall provide the 61-day notice letter to inferior lienholders pursuant to Section 209.0091 of the Texas Property Code.

d. Lawsuit for Money Judgment. The Association may file suit for a money judgment in any court of competent jurisdiction.

e. Bankruptcy. Upon notification of a petition in bankruptcy, the Association may refer the account to legal counsel.

f. Remedies Not Exclusive. All rights and remedies provided in this Policy and herein above are cumulative and not exclusive of any other rights or remedies that may be available to the Association, whether provided by law, equity, the Association's governing documents or otherwise.

14. Compromise. In order to expedite the resolution of a delinquent account, the Board may, at any time, compromise or waive the payment of interest, late charges, handling charges,

collection costs other than collection fees, unless approved by the managing agent, legal fees or any other application charge.

15. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Policy conflicts with the Declaration, the Declaration controls.

IT IS FURTHER RESOLVED, that this Policy is adopted as of the _____ day of _____, 2020, by a unanimous vote of the Board and shall remain in full force and effect until revoked, modified or amended by the Board of Directors.

LAKEPOINTE AT LAVON HOMEOWNERS ASSOCIATION, INC.

By: _____
Name: _____
Title: Secretary

After Recording Return to:
Essex Association Management, LP
1512 Crescent Dr., Suite 112
Carrollton, TX 75006

EXHIBIT "E"
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKEPOINTE

E-Mail Registration Policy

E-MAIL REGISTRATION POLICY
LAKEPOINTE AT LAVON HOMEOWNERS ASSOCIATION, INC.

*(**Cross Reference:** Master Declaration of Covenants Conditions and Restrictions for LakePointe at Lavon Homeowners Association, Inc. filed of record in the Official Public Records, Collin County, Texas)*

WHEREAS, on the _____ day of _____, 2020 the Board of Directors (the "Board") of LakePointe at Lavon Homeowners Association Inc. (the "Association") adopted reasonable guidelines to establish an E-mail Registration Policy for the Association; and

WHEREAS, the Board intends to file these guidelines with the Bylaws or as a dedicatory instrument in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors by Resolution as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association. Any amendment or revision shall be mailed to each homeowner and a copy placed on the Association's website if applicable; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for E-mail Registration are established by the Board:

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for LakePointe at Lavon Recorded in the Official Public Records of Collin County, Texas, as the same may be amended from time to time by Resolution of the Board.

1. *Purpose.* The purpose of this Email Registration Policy is to facilitate proper notice of Board, Annual and Special meetings of members of the Association and other Association business or information pursuant to Section 209.0051(e) of the Texas Property Code.

2. *Email Registration.* Should the owner wish to receive any and all email notifications of annual and special meetings of members of the Association as well as other Association business and information as it occurs, it is the owner's sole responsibility to register his/her email address with the Association and to continue to keep the registered email address updated and current with the Association. In order to register an email address, the owner must provide their name, address, phone number and email address through the method provided on the Association's website, if any, and/or to the official contact information provided by the Association for the community manager or Agent.

3. *Failure to Register.* An owner may not receive email notification or communication of annual or special meetings of members of the Association or other Association business or information should the owner fail to register his/her email address with the Association and/or properly and timely maintain an accurate email address with the Association. Correspondence to the Association and/or Association manager from an email address or by any method other than the method described in Paragraph No. 2 above will not be considered sufficient to register such email address with the Association. Any such failure shall be upon the Owner and the Association shall bear no burden or liability if Owner fails to receive communications.

4. *Amendment.* The Association may, from time to time, by Resolution of the Board, and as a stand-alone policy without the need to amend the Bylaws, modify, amend, or supplement this Policy or any other rules regarding email registration.

This is to certify that the foregoing E-mail Registration Policy was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

LakePointe at Lavon Homeowners Association, Inc., a
Texas non-profit corporation

By:_____
Name:
Title: Secretary

After Recording Return to:
Essex Association Management, L.P.
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

EXHIBIT "F"
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKEPOINTE

Generator Policy

LAKEPOINTE AT LAVON HOMEOWNERS ASSOCIATION, INC.

Generator Policy
*(**Cross Reference:** Master Declaration of Covenants Conditions and Restrictions for LakePointe at Lavon to be filed in the Official Public Records, Collin County, Texas)*

WHEREAS, the Board of Directors (the "Board") of LakePointe at Lavon Homeowners Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish a Generator Policy; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines with its Bylaws or as a dedicatory instrument in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines are established by the Board:

A. ARCHITECTURAL REVIEW APPROVAL REQUIRED

As part of the installation and maintenance of a generator on an Owner's Lot, an Owner may submit plans for and install a standby electric generator **("Generator")** upon written approval by the architectural review authority under the Declaration (the **"ACC or ARC").**

B. GENERATOR PROCEDURES AND REQUIREMENTS

1. Application. Approval by the ACC is required prior to installing a Generator. To obtain the approval of the ACC for a Generator, the Owner shall provide the ACC with the following information: (i) the proposed site location of the Generator on the Owner's Lot; (ii) a description of the Generator, including a photograph or other accurate depiction; and (iii) the size of the Generator (the **"Generator Application").** The ACC is not responsible for: (i) errors or omissions in the Generator Application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved Generator Application or (iii) the compliance of an approved application with Applicable Law.

2. Approval Conditions. Each Generator Application and all Generators to be installed in accordance therewith must comply with the following:

(i) The Owner must install and maintain the Generator in accordance with the manufacturer's specifications and meet all applicable governmental health, safety, electrical, and building codes.

(ii) The Owner must use a licensed contractor(s) to install all electrical, plumbing, and fuel line connections and all electrical connections must be installed in accordance with all applicable governmental health, safety, electrical, and building codes.

(iii) The Owner must install all-natural gas, diesel fuel, biodiesel fuel, and/or hydrogen fuel line connections in accordance with applicable governmental health, safety, electrical, and building codes.

(iv) The Owner must install all liquefied petroleum gas fuel line connections in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.

(v) The Owner must install and maintain all non-integral standby Generator fuel tanks in compliance with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

(vi) The Owner must install all liquefied petroleum gas fuel line connections in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.

(vii) The Owner must install and maintain all non-integral standby Generator fuel tanks in compliance with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

(viii) The Owner must maintain in good condition the Generator and its electrical lines and fuel lines. The Owner is responsible to repair, replace, or remove any deteriorated or unsafe component of a Generator, including electrical and fuel lines.

(ix) The Owner must screen a Generator if it is visible from the street or front of the home, located in an unfenced side or rear yard of a Lot, and is visible either from an adjoining residence or from adjoining property owned by the Association, and/or is located in a side or rear yard fenced by a wrought iron fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.

(x) The Owner may only perform periodic testing of the Generator consistent with the manufacturer's recommendations between the hours of 9 a.m. to 5 p.m., Monday through Friday.

(xi) No Owner shall use the Generator to generate all or substantially all of the electric power to the Owner's residence unless the utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.

(xii) No Owner shall locate the Generator (i) in the front yard of a residence; or (ii) in the side yard of a residence facing a street.

(xiii) No Owner shall locate a Generator on property owned by the Association.

(xiv) No Owner shall locate a Generator on any property owned in common by members of the Association.

3. Process. Any proposal to install a Generator on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this Generator Policy when considering any such request.

4. Approval. Each Owner is advised that if the Generator Application is approved by the ACC, installation of the Generator must: (i) strictly comply with the Generator Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the owner fails to cause the Generator to be installed in accordance with the approved Generator Application, the ACC may require the Owner to: (a) modify the Generator Application to accurately reflect the Generator installed on the Property; or (b) remove the Generator and reinstall the Generator in accordance with the approved Generator Application.

Failure to install the Generator in accordance with the approved Generator Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Declaration and may subject the Owner to fines and penalties up to $1,000.00. Any requirement imposed by the ACC to resubmit a Generator Application or remove and relocate a Generator in accordance with the approved Generator Application shall be at the Owner's sole cost and expense.

Executed this _____ day of _____, 2020.

LAKEPOINTE AT LAVON HOMEOWNERS ASSOCIATION, INC.
A Texas non-profit corporation

By: _____
Name:
Title: Secretary

EXHIBIT "G"
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKEPOINTE

Notice and Hearing – Schedule of Fines

LAKEPOINTE AT LAVON HOMEOWNERS ASSOCIATION, INC.
Notice and Hearing; Schedule of Fines
*(**Cross Reference:** Master Declaration of Covenants Conditions and Restrictions for LakePointe at Lavon Homeowners Association, Inc. filed of record in the Official Public Records, Collin County, Texas)*

WHEREAS, the Board of Directors (the "Board") of LakePointe at Lavon Homeowners Association, Inc. (**WHEREAS**, the Board of Directors (the "Board") of LakePointe at Lavon Homeowners Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish Notice and Hearing; Schedule of Fines Policy for the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.005 of the Texas Property Code ("Section 209.005") regarding Notice and Hearing; Schedule of Fines; and

WHEREAS, the Board intends to file these guidelines with the Bylaws or by dedicatory instrument in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, it is hereby resolved that should this policy require amendment in any form, said amendment may be accomplished by Resolution of the Board of Directors of the LakePointe at Lavon Homeowners Association, Inc.; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for Notice and Hearing; Schedule of Fines are established by the Board:

NOTICE AND HEARING; SCHEDULE OF FINES

Notice and Hearing.

(a) Prior to the imposition of any fine for a violation of the Declaration or the levying of any special individual assessment on an Owner, the Association will give at least one (1) notice of not less than five (5) days (unless violation is deemed an emergency, constitutes a safety or health hazard, or is a non-curable violation for the purpose of this policy, to be termed the "Excluded Violations") each to the Owner in compliance with the Declaration and/or Section 209.006 of the Texas Property Code (the "**Property Code**"), as the same may be hereafter amended. Notices as described above are not required for situations deemed to be an emergency, constitutes a safety or health hazard or poses any kind of health or safety issue, or deemed a non-curable violation by the Board. Notice(s), as a general rule shall follow the schedule below notwithstanding, it is to be understood this is a guide and in no way prevents the Association or its Managing Agent from deviating from this schedule when it is deemed in the best interest of the Association or its Residents to do so:

At times a violation may fall under what this policy shall refer to as "Excluded Violations" which shall be violations that fall under the following: (i) situations deemed to be an

emergency, constitutes a safety or health hazard or poses any kind of health or safety issue, (ii) non-curable violations, and (iii) Self-Help violations. Such a violation is not subject to the same delivery methods as outlined below especially when circumstances warrant immediate action to cure or abate. Authorized or alternative delivery methods for "Excluded Violations" are: e-mail, hand delivery, or posting to the door of the residence.

Standard delivery methods except otherwise noted in this policy shall be:

(i) First Notice (subject to the exceptions above) shall be delivered by regular U.S. mail.

(ii) Second Notice **(Fine Warning Notice)** shall be delivered by certified and regular U.S. mail.

(iii) Notice of Fine Levied **(Notice of Fine)** shall be delivered by certified and regular U.S. mail.

The notice must describe the violation or property damage that is the basis for the fine for such violation, and state any amount due the Association from the Owner.

The notice must inform the Owner that the Owner is entitled to a reasonable time to cure the violation and avoid the fine and that the Owner may request a hearing as outlined in the Declaration and Section 209.007 of the Texas Property Code on or before the 30th day after the Owner receives the notice.

(b) In compliance with Section 209.007 of the Texas Property Code, if the Owner submits a written request for a hearing, the Association shall hold a hearing not later than the thirtieth (30th) day after the date the Board receives the Owner's request, and shall notify the Owner of the date, time and place of the hearing not later than the tenth (10th) day before the date of the hearing. If the Owner is being fined, upon request of a hearing the fines shall be suspended pending the outcome of the hearing. The Hearing Committee or the Board shall be responsible for notifying the Managing Agent of any instructions after a decision is rendered.

(c) The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days unless the Parties mutually agree to extend the postponement out further. Additional postponements may be granted by agreement of the parties. If the hearing is to be held before a committee appointed by the Board, the notice shall state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board. Online and/or telephonic hearings are allowed.

(d) Provided that such Owner has not requested a hearing in accordance with the above and the violation has not been cured, then the Association shall continue to levy fines per the schedule below, notwithstanding, the schedule provided is a guide and does not constitute a hard and fast rule as the amount of fine a Board can levy for an Owner's non-compliance. Some violations, depending upon the severity or repetition, may warrant more stringent fine enforcement or may warrant a one-time fine in lieu of fining in increments. The amount and frequency in which a fine is levied is at the sole discretion of the Board. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard, pursuant to Section 209.006 and Section 209.007 of the Texas Property Code.

Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices. The fine amounts set forth below are suggested fine amounts. The Board may deviate from the fine schedule when, in the Board's sole discretion, it is deemed appropriate to do so. The Board may elect to pursue such additional remedies at any time in accordance with applicable law.

FINES:

Violation:	**Fine Amount:**
1st Fine Levied –	**$50.00**
2nd Fine Levied –	**$100.00**
3rd Fine Levied - 4th Fine & Beyond	**$200.00** **Fine will increase an additional $100.00 every week until Owner cures the violation**

Note: Once the maximum fine amount is reached and the violation has not been cured, the fine process will continue at the rate of $100.00 per week until the violation is cured. The Association shall send one (1) additional notice notifying the Owner fines will continue until the violation is cured and thereafter, the Association will not be required to notify the Owner further and may continue to fine until the violation is cured. The Board, at all times, shall have the authority to determine if self-help or other enforcement actions become necessary and the Board may move from normal enforcement procedures to another when or if the matter becomes necessary such as, but not limited to, a violation becoming a safety hazard or creating any form of unsafe environment or continued and/or chronic refusal of an Owner to address a violation on his/her property. The Board is authorized to take actions, including suit in a court of law as may be applicable, to encourage the abatement of a violation and/or encourage compliance by an Owner, or to recoup monies the Association paid to abate a violation when the Owner failed or refused to do so, regardless of the reasoning or circumstances.

This policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors by Resolution as a stand-alone document. The Board may amend, revise provisions of the policy, or rescind all or any part of the policy, as may be deemed necessary and in the best interest of the Association. Any amendment to the policy shall be mailed to each homeowner and a copy placed on the Association's website if applicable.

This is to certify that the foregoing Notice and Hearing – Schedule of Fines was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

LakePointe at Lavon Homeowners Association, Inc., a Texas non-profit corporation

By:_____
Name:
Title: Secretary

After Recording Return to:
Essex Association Management, L.P.
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

EXHIBIT "H"
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKEPOINTE

Records Production and Coping Policy

LAKEPOINTE AT LAVON HOMEOWNERS ASSOCIATION, INC.

Records Production, Copying and Retention Policy
*(**Cross Reference:** Master Declaration of Covenants Conditions and Restrictions for LakePointe at Lavon Homeowners Association, Inc. filed of record in the Official Public Records, Collin County, Texas)*

WHEREAS, the Board of Directors (the "Board") of LakePointe at Lavon Homeowners Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish Records Production, Copying and Retention Policy for the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.005 of the Texas Property Code ("Section 209.005") regarding Owner access to Association documents and records ("Records"); and

WHEREAS, the Board intends to file these guidelines with the Bylaws or by dedicatory instrument in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, it is hereby resolved that should this policy require amendment in any form, said amendment may be accomplished by Resolution of the Board of Directors of the LakePointe at Lavon Homeowners Association, Inc.; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for Records Production, Copying, and Retention are established by the Board:

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. Only one (1) election for review may be made and the letter must:
   a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
   b. contain sufficient detail to identify the specific Records being requested; and
   c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
      i. format: electronic files, compact disk or paper copies
      ii. delivery method: email, certified mail or pick-up

3. Within ten (10) business days of receipt of the request specified in section 2 above, the

Association shall provide:

a. the requested Records, if copies were requested and any required advance payment had been made; or
b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association or its Managing Agent; or
c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
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 thereof.

4. The following Association Records are not available for inspection by owners or their proxies:
   a. the financial records associated with an individual owner; and
   b. deed restriction violation details for an individual owner; and
   c. personal information, including contact information other than an address for an individual owner; and
   d. attorney files and records in the possession of the attorney; and
   e. attorney-client privileged information in the possession of the Association; and
   f. any records for which the Association or the managing agent, for any reason, do not have the requested records within the records of the Association.

   The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.

6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.

7. The owner is responsible for all costs associated with a request under this 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: (Please go to the Attorney General web-site for current charges) https://texasattorneygeneral.gov/og/charges-for-public-information

8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.

9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to 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 an assessment as allowed under the "Master Declaration of Covenants, Conditions, and Restrictions for LakePointe at Lavon" recorded or to be recorded in the Official Public Records of Collin County, Texas, as the same may be amended from time to time.

10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.

11. All costs associated with fulfilling the request under this Policy will be paid to the Association or in the event a managing agent performed the services, directly to the Managing Agent.

RECORD RETENTION POLICY

The Record Retention Policy of LakePointe at Lavon ensures that necessary records and documents are adequately protected and maintained and that records that are no longer needed or are of no value are discarded at the proper time.

1. **Policy.** This Policy represents the Association's policy regarding the retention and disposal of records and the retention and disposal of electronic documents.

2. **Administration.** The Record Retention Schedule herein is approved as the initial maintenance, retention and disposal schedule for physical records of the Association and the retention and disposal of electronic documents. The Board of the Association ("Administrator") is in charge of administering instructions of this Policy and the implementation of processes and procedures to ensure that the Record Retention Schedule is followed. The Managing Agent is also authorized to comply with the Records Retention Schedule upon approval of the Board and from time to time, to ensure the Association is in compliance with local, state and federal laws and to help monitor local, state and federal laws affecting record retention; and to annually review the record retention and disposal program disposing of those documents whose age has met or passed the time limit for retention by the Association.

3. **Suspension of Record Disposal In Event of Litigation or Claims.** In the event the Association is served with any subpoena or request for documents or any employee becomes aware of a governmental investigation or audit concerning the Association or the commencement of any litigation against or concerning the Association, such employee shall inform the Administrator and any further disposal of documents shall be suspended until such time as the Administrator, with the advice of counsel, determines otherwise. The Administrator will take such steps as is necessary to promptly inform all staff of any suspension in the further disposal of documents.

4. **Applicability.** This Policy applies to certain physical records generated in the course of the Association's operation, including both original documents and reproductions. It also applies to the electronic documents described above.

(Record Retention Schedule begins on next page)

Record Retention Schedule

The Record Retention Schedule is organized as follows:

SECTION TOPIC

A. Accounting and Finance
B. Contracts
C. Corporate Records
D. Electronic Documents
E. Payroll Documents
F. Personnel Records
G. Property Records
H. Tax Records

The following are the Association's retention periods. These apply to both physical and electronic documents. If no physical copy of an electronic document is retained, the means to 'read' the electronic document must also be retained. If a record does not fall within the following categories, Board approval must be obtained to dispose of such record.

A. ACCOUNTING AND FINANCE

Record Type	Retention Period
Accounts Payable & Accounts Receivable ledgers and schedules	7 years
Annual Audit Reports and Financial Statements	Permanent
Annual Audit Records, including work papers and other documents that relate to the audit	7 years after completion of audit
Bank Statements and Canceled Checks	7 years 7
Employee Expense Reports	years
General Ledgers	Permanent
Notes Receivable ledgers and schedules	7 years
Investment Records	7 years after sale of investment

B. CONTRACTS

Record Type	Retention Period
Contracts and Related Correspondence (including any proposal that resulted in the contract and all other supportive documentation)	4 years after expiration or termination

C. ASSOCIATION RECORDS

Record Type	Retention Period
Corporate Records (unless otherwise specifically addressed in this Policy - Governing Documents, Dedicatory Instruments, minute books, signed minutes of the Board and all committees, corporate seals, annual corporate reports)	Permanent
Licenses and Permits	Permanent
Account records of current owners	5 years

D. ELECTRONIC DOCUMENTS

1. **Electronic Mail:** Not all email needs to be retained, depending on the subject matter. Internal E-mails of the Managing Agent not addressed to the Board or any member of the Association may be excluded.
    - E-mails from internal or external sources containing Association related business—is to be deleted after 12 months.
    - Staff will strive to keep all but an insignificant minority of their e-mail related to business issues.
    - The Corporation will archive e-mail for six months after the staff has deleted it, after which time the e-mail will be permanently deleted.
    - The Corporation's business-related email may be downloaded to a service center or user directory on the server, when determined by the Board.
    - Staff will not store or transfer the Corporation's related e-mail onto non-work-related computers except as necessary or appropriate for the Corporation's purposes or in the event of a catastrophic event which forces staff to work from home and from home office systems.
    - Staff will take care not to send confidential/proprietary information to outside sources unless instructed to do so by the Declarant or the Board.
2. **Electronic Documents:** Retention depends on the subject matter and follows D.1 above.
3. **Web Page Files: Internet Cookies**
    - All workstations: Internet Explorer should be scheduled to delete Internet cookies once per month if not more often.

E. PAYROLL DOCUMENTS

Record Type	Retention Period
Employee Deduction Authorizations	4 years after termination
Payroll Deductions	Termination + 7 years
W-2 and W-4 Forms	Termination + 7 years
Garnishments, Assignments, Attachments	Termination + 7 years
Payroll Registers (gross and net)	7 years
Time Cards/Sheets	2 years
Unclaimed Wage Records	6 years

F. PERSONNEL RECORDS

Record Type	Retention Period
EEO- I /EEO-2 - Employer Information Reports	2 years after termination or filing (whichever is longer)
Employee Earnings Records	Separation + 7 years
Employee Handbooks	1 copy kept permanently
Employee Personnel Records (including individual attendance records, application forms, job or status change records, performance evaluations, termination papers, withholding information, garnishments, test results, training and qualification records)	6 years after separation
Employment Contracts — Individual	7 years after separation
Employment Records - Correspondence with Employment Agencies and Advertisements for Job Openings	3 years from date of hiring decision
Employment Records - All Non-Hired Applicants (including all applications and resumes - whether solicited or unsolicited, results of post-offer, pre-employment physicals, results of background investigations, if any, related correspondence)	2-4 years (4 years if file contains any correspondence which might be construed as an offer)
Job Descriptions	3 years after

Record Type	Retention Period
Personnel Count Records	3 years
Forms I-9	3 years after hiring, or 1 year after separation if later

G. PROPERTY RECORDS

Record Type	Retention Period
Correspondence, Property Deeds, Assessments, Licenses, Rights of Way	Permanent
Property Insurance Policies	Permanent

H. TAX RECORDS

Record Type	Retention Period
Tax-Exemption Documents and Related Correspondence	Permanent
IRS Rulings	Permanent
Tax Bills, Receipts, Statements	7 years
Tax Returns - Income, Franchise, Property	Permanent
Tax Workpaper Packages - Originals	7 years
Annual Information Returns - Federal and State	Permanent
IRS or other Government Audit Records	Permanent
All other Tax Records	7 years

This is to certify that the foregoing Records Production, Copying and Retention Policy was adopted by the Board of Directors on the _____ day of _____, 2020, in accordance with Section 209.005 of the Texas Property Code, and supersedes any policy regarding records production which may have previously been in effect.

LakePointe at Lavon Homeowners Association, Inc., a Texas non-profit corporation

By:_____
Name:
Title: Secretary

AFTER RECORDING RETURN TO:
Essex Association Management, L.P.
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

EXHIBIT "I"
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKEPOINTE

Alternative Payment Schedule Policy

LAKEPOINTE AT LAVON HOMEOWNERS ASSOCIATION, INC.

Alternative Payment Schedule Policy
*(**Cross Reference:** Master Declaration of Covenants Conditions and Restrictions for LakePointe at Lavon Homeowners Association, Inc. filed of record in the Official Public Records, Collin County, Texas)*

WHEREAS, the Board of Directors (the "Board") of LakePointe at Lavon Homeowners Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish Alternative Payment Schedule Policy for the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.005 of the Texas Property Code ("Section 209.005") regarding Alternative Payment Schedule; and

WHEREAS, the Board intends to file these guidelines with the Bylaws or by dedicatory instrument in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, it is hereby resolved that should this policy require amendment in any form, said amendment may be accomplished by Resolution of the Board of Directors of the LakePointe at Lavon Homeowners Association, Inc.; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for Alternate Payment Schedule Policy are established by the Board:

Upon the request of a delinquent owner, the Association shall enter into an alternative payment schedule with such owner, subject to the following guidelines:

a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the Association.

b. An Alternative Payment Schedule will not be made available in the following cases: (1) to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two years following the owner's default of such previous Alternative Payment Schedule; (2) to owners who have failed to request an Alternative Payment Schedule prior to the 30 day deadline to cure the delinquency as set forth in the Association's letter sent pursuant to Tex. Prop. Code § 209.0064(b); and/or (3) to owners who have entered into an Alternative Payment Schedule within the previous 12 months. Notwithstanding the foregoing, the Board has discretion to allow any owner to enter into an Alternative Payment Schedule.

c. During the course of an Alternative Payment Schedule, additional monetary penalties such as late and collection fees shall not be charged against an owner so long as the owner timely performs all obligations under the Alternative Payment Schedule and does not default. However, the Association or its Managing Agent may charge reasonable costs for administering the Alternative Payment Schedule ("Administrative Costs") and, if interest is allowed under the "Master Declaration of Covenants, Conditions, and Restrictions for "LakePointe at Lavon" recorded or to be recorded in the Official Public Records of Collin County, Texas, as the same may be amended from time to time (the "Declaration"), then interest will continue to accrue during the term of the Alternative Payment Schedule. The Association may provide an estimate of the amount of interest that will accrue during the term of the Alternative Payment Schedule.

d. The total of all proposed payments in an Alternative Payment Schedule must equal the sum of the current delinquent balance, the estimated interest, and any Administrative Costs; and may include any assessments that will accrue during the term of the Payment Plan.

e. All payments under an Alternative Payment Schedule shall be due and tendered to the Association by the dates specified in the Alternative Payment Schedule, and shall be made by cashier's checks or money orders unless the Association allows online payments by the Owner.

f. The minimum term for an Alternative Payment Schedule is 3 months from the date of the owner's request for an Alternative Payment Schedule. The Association is not required to allow an Alternative Payment Schedule for any amount that extends more than 18 months from the date of the owner's request for an Alternative Payment Plan.

g. Any owner may submit to the Board a request for an Alternative Payment Schedule that does not meet the foregoing guidelines, along with any other information he/she believes the Board should consider along with such request (e.g. evidence of financial hardship). The Board, in its sole discretion, may approve or disapprove such a request for a non-conforming Alternative Payment Schedule. An owner who is not eligible for an Alternative Payment Schedule may still request an Alternative Payment Schedule, and the Board, in its sole discretion, may accept or reject such a request.

h. Default

    1. The following shall result in an immediate default of an Alternative Payment Schedule:

        i. The owner's failure to timely tender and deliver any payment when due under the Alternative Payment Schedule;

        ii. The owner's failure to tender any payment in the full amount and form (e.g., cashier's check or money order or online payment) as specified in the Alternative Payment Schedule; or

iii. The owner's failure to timely comply with any other requirement or obligation set forth in the Alternative Payment Plan.

iv. The owner's failure to pay all future assessments or special assessments on time which shall become due after the date in which the payment plan is initiated.

2. Any owner who defaults under an Alternative Payment Schedule shall remain in default until his/her entire account balance is brought current.

3. The Association is not required to provide notice of any default.

4. Owners are not entitled to any opportunity to cure a default.

5. While an owner is in default under an Alternative Payment Schedule, the owner's payments need not be applied to the owner's debt in the order of priority set forth in Tex. Prop. Code § 209.0063(a). But, in applying a payment made while the owner is in default, a fine assessed by the Association may not be given priority over any other amount owed to the Association.

6. The failure by the Association to exercise any rights or options shall not constitute a waiver thereof or the waiver of the right to exercise such right or option in the future.

i. All other terms of an Alternative Payment Schedule are at the discretion of the Board of Directors.

This is to certify that the foregoing Alternative Payment Schedule Guidelines for Certain Assessments was adopted by the Board of Directors on the _____ day of _____, 2020, in accordance with Section 209.0062 of the Texas Property Code.

LakePointe at Lavon Homeowners Association, Inc., a Texas non-profit corporation

By:_____
Name:
Title: Secretary

After Recording Return to:
Essex Association Management, L.P.
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
08/07/2020 12:11:03 PM
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RECORDERS PAGE