

PARKSIDE AT SLAUGHTER CREEK HOA

INTEREST CHARGE ON DELINQUENT ACCOUNTS POLICY

WHEREAS, the Board of Directors is charged with the responsibility for enforcing the provisions of the declaration, and to seek damages/relief in a fair and uniform manner; and

WHEREAS, the Bylaws for the Association direct this responsibility to the Board of Directors of the Association; and

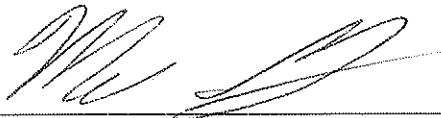
WHEREAS, the Association has contracted with a professional management company to provide management services and supervision over contract services to the Association; and

NOW THEREFORE, be it resolved that the Board of Directors has elected to authorize its management agent to carry out the following policy with respect to all non-compliant properties, reserving to itself the right to modify or intervene in certain cases, as the Board may see fit.

**ADOPTION OF INTEREST CHARGE ON DELINQUENT ACCOUNTS POLICY**

RESOLVED, that the Directors hereby adopt the Interest Charge on Delinquent Accounts Policy attached hereto as "Exhibit A".

This is to certify that the Board of Directors adopted the foregoing resolution by unanimous consent, effective as of APRIL 1st, 2008 until such date as it may be modified, rescinded or revoked.



\_\_\_\_\_  
President

## EXHIBIT "A"

### PARKSIDE AT SLAUGHTER CREEK HOA VIOLATION OF RESTRICTIONS, BYLAWS OR RULES

#### INTEREST CHARGE ON DELINQUENT ACCOUNTS POLICY

##### AUTHORITY

Pursuant to Article XI, Section 11.1, the Board, by unanimous consent, has adopted this Interest Charge on Delinquent Accounts Policy as part of the rules and regulations of the Association. In the event of any conflict between the terms and provisions of the policies set forth herein and the provisions of Chapter 209 of the Texas Property Code, the provisions of Chapter 209 shall control. The policies and procedures set forth herein shall govern violations of the Bylaws, any Development Area Declaration (as such term is defined in the Bylaws and the Master Declaration), the rules and guidelines adopted by the Modifications Committee, and any rules adopted by the Board.

##### NOTICE OF CHARGES

The manager of the Association has the authority to send the Statement on the last day of each utilizing the form attached hereto as Exhibit "C" (the "Statement"), unless otherwise directed by the Board. In certain circumstances, the Board may direct the manager to suspend an Owner or occupant's right to use common areas of the Association, suspend an Owner's right to vote on any matter which may properly come before the membership of the Association, or levy charges for damages incurred by the Association as a result of the charges.

The notice attached hereto: (i) shows the amount owed on the account at the end of the previous month, (ii) shows the amount of any additional charges or credits incurred on the account during the current month (i.e. fines, violations, or credits), (iii) shows the amount of interest that is being incurred on the balance of the account at the end of the current month, (iv) informs the Owner that they are entitled to a reasonable period to cure the violation and avoid the charges, (v) informs the Owner that they may request a hearing before the Board on or before the 30<sup>th</sup> day after the date they receive the Statement. In the event the Board elects to enforce an alternative penalty, the Statement shall describe such penalty.

##### SCHEDULE OF CHARGES

The Board has adopted the following schedule of charges on any account that is determined delinquent:

On the last day of each month                      6% of total value of accounts receivable

- A. Hearing Not Requested. In the event a hearing before the Board is not requested within the thirty (30) day period specified in the Statement, the charges described in the Statement will be assessed after the expiration of the cure period provided in the Statement. The charge is due and payable after the expiration of the thirty (30) day period for requesting a hearing. If the charge is not cured or the charge paid within (10) days after the expiration of the (30) day period for requesting a hearing, the matter will be referred to the Association's attorney for further action. In the event the matter is referred to the Association's attorney, attorney's fees and collection costs incurred by the

Association will be collected from the Owner or other party as a precondition to settlement unless otherwise approved by the Board.

- B. Hearing Requested. If a hearing is requested within the time period specified in the Statement, and the matter is not resolved as a result thereof, the charge specified in the Statement (or the charge determined by the Board as a result of the hearing) will be assessed in full. The charge will be due immediately after the hearing. If the charge is not cured or paid within (10) days after the hearing, the matter will be referred to the Association's attorney for further action. In the event the matter is referred to the Association's attorney, attorney's fees and collection costs incurred by the Association will be collected from the Owner or other party as a precondition to settlement unless otherwise approved by the Board.
- C. Hearing. A hearing before the Board is held to discuss, verify facts and attempt to resolve the matter identified in the Statement. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as "Exhibit B".

## EXHIBIT "B"

### PARKSIDE AT SLAUGHTER CREEK HOA VIOLATION OF RESTRICTIONS, BYLAWS OR RULES

#### PROCESS FOR HEARING BEFORE THE BOARD

**Note:** An individual will act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

#### I. INTRODUCTION:

**Hearing Officer:** The Board has convened for the purpose of hearing an appeal by \_\_\_\_\_ from the penalties imposed by the Association for violation of the covenants, guidelines or rules of The Association.

The hearing is being conducted as required by Section 209007(a) of the Texas Property Code, and is an opportunity for the appealing party to discuss, verify facts, and resolve the dispute at this hearing. However, the Board may elect to take the appeal under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing fifteen (15) days.

#### II. PRESENTATION OF FACTS:

**Hearing Officer:** This portion of the hearing is to permit a representative of the Association the opportunity to describe the charges and to present material relevant to the charges. After the Association's representative has finished his presentation, the owner or its representative will be given the opportunity to present material relevant to the charges. The Board may ask questions by the appealing party be held until completion of the presentation by the Association's representative.

#### III. DISCUSSION:

**Hearing Officer:** This portion of the hearing is to permit the Board and the Owner to discuss factual disputes relevant to the charges. Discussion regarding any fines or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, an acceptable resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.

**Hearing Officer:** This portion of the hearing is to permit discussion between the Board and the appealing party regarding the final terms of the settlement if a resolution was agreed upon during the discussion phase of the hearing.

If no settlement was agreed upon, the Hearing Officer may (i) request that the Board enter into executive session to discuss the matter; (ii) request the Board take the matter under advisement and adjourn the hearing, or (iii) adjourn the hearing.

"Exhibit C"

**PSD- Parkside at Slaughter Creek**

Deborah Bond (512) 852-7908  
PO Box 203310  
Austin, TX 78720-3310

**Statement**

Account: aaa - test - examplez

Date: 06/17/09

Payment: \_\_\_\_\_

Example  
123 Example St, #test  
DO NOT USE - Buffer Prop

| Date     | Description     | Charges | Payments | Balance |
|----------|-----------------|---------|----------|---------|
| 01/01/09 | Balance Forward |         |          | 0.00    |
|          | Example Dues    | 1.00    |          | 1.00    |

| Current | 30 Days | 60 Days | 90 Days | Amount Due |
|---------|---------|---------|---------|------------|
| 0.00    | 0.00    | 0.00    | 1.00    | 1.00       |