

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
SIERRA VISTA AT CANYON GATE PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
 COUNTY OF BRAZORIA §

The undersigned, being the authorized representative of Sierra Vista at Canyon Gate Property Owners Association (the "**Association**"), a property owner's association as defined in Section 202.001 of the Texas Property Code, hereby supplements the "Notice of Dedicatory Instruments for Sierra Vista at Canyon Gate Property Owners Association", "Supplemental Notice of Dedicatory Instruments for Sierra Vista at Canyon Gate Property Owners Association", "Supplemental Notice of Dedicatory Instruments for Sierra Vista at Canyon Gate Property Owners Association", "Supplemental Notice of Dedicatory Instruments for Sierra Vista at Canyon Gate Property Owners Association" and "Supplemental Notice of Dedicatory Instruments for Sierra Vista at Canyon Gate Property Owners Association" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File Nos. 2017050032, 2017050875, 2017054665, 2017060054 and 2017062288, respectively (collectively, the "**Notice**"), which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

1. Property. The Property to which the Notice applies also includes the Property described as follows:
 - a. Sierra Vista, Section One (1), a subdivision in Brazoria County, Texas according to the map or plat thereof recorded under File No. 2017058170 of the Map Records of Brazoria County, Texas and all amendments to or replats of said maps or plats, if any.
 - b. Sierra Vista, Section Two (2), a subdivision in Brazoria County, Texas according to the map or plat thereof recorded under File No. 2017058181 of the Map Records of Brazoria County, Texas and all amendments to or replats of said maps or plats, if any.

2. Restrictive Covenants. In addition to the documents imposing restrictive covenants on the Property contained in the Notice, the following documents likewise impose restrictive covenants on the Property:
 - a. Documents:
 - (1) First Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Vista.
 - (2) Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Vista.

b. Recording Information:

- (1) Brazoria County Clerk's File No. 2017060551.
- (2) Brazoria County Clerk's File No. 2018005017.

3. Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association:

- a. Collection Policy for Sierra Vista at Canyon Gate Property Owners Association.

A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Brazoria County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copy of the Dedicatory Instrument attached to this Notice is a true and correct copy of the original.

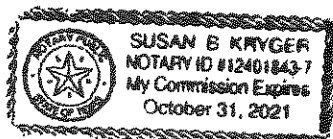
Executed on this 1st day of February, 2018.

SIERRA VISTA AT CANYON GATE PROPERTY OWNERS ASSOCIATION

By: *Rick S. Butler*
Rick S. Butler, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 1st day of February, 2018 personally appeared Rick S. Butler, authorized representative of Sierra Vista at Canyon Gate Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



Susan B Kryger
Notary Public in and for the State of Texas

COLLECTION POLICY
for
SIERRA VISTA AT CANYON GATE PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

I, Jeff Sheehan, Secretary of Sierra Vista at Canyon Gate Property Owners Association ("Association"), do hereby certify that at a meeting of the Board of Directors ("Board") of the Association duly called and held on the 1st day of February, 2018, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Collection Policy was duly approved by a majority vote of the members of the Board.

RECITALS:

1. The Board enforces the provisions of the Declaration applicable to the Property to address the collection and processing of assessments and other charges due and owing to the Association.
2. The Board desires to adopt a Collection Policy consistent with the Dedicatory Instruments of the Association and state law.

WITNESSETH:

It is the policy of the Association to enforce the provisions of the Dedicatory Instruments applicable to the Property regarding the collection of assessments in accordance with the following policy:

Section 1. Definitions. Capitalized terms used in this Policy have the following meanings:

- 1.1. **Assessment** - The Annual Assessment and other assessments including, but not limited to, Gated Section Assessments, Operating Fund Capitalization Fees, Reserve Fund Capitalization Fees, Special Assessments, Specific Section Assessments, Adopt-A-School Assessments, Administrative Fees, Bulk Services Assessments and any other charge(s) for which an Owner is responsible as provided for in the Declaration which is secured by the Association's lien and the collection which is governed by the Declaration.
- 1.2. **Declaration** - means the Declaration of Covenants, Conditions and Restrictions for Sierra Vista recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2017049777 and any other applicable amendments, annexations or supplements not included and any future amendments, annexations or supplements.

- 1.3. **Dedicatory Instruments** - Each document governing the establishment, maintenance or operation of the properties within the Property, as more particularly defined in Section 202.001(1) of the Texas Property Code.
- 1.4. **Property** - means the metes and bounds description described in Exhibit "A" attached to the Declaration. "Property" shall also include any and all other subdivisions that have been annexed or will be annexed into or otherwise fall under the jurisdiction of the Association.

Other capitalized terms used herein have the same meanings as that ascribed to them in the Declaration.

Section 2. Due Date. Each Annual Assessment shall be due by the first (1st) day of January or such other date established by the Declaration or the Board. Each Special Assessment due date will vary depending on membership vote approving same. All other Assessments shall be due in the time period established by the Board if such date is not established in the Declaration.

Section 3. Cost Recovery. As provided in the Declaration, each Assessment, together with interest, costs, late charges and attorney fees incurred in a collection action shall be secured by a continuing lien upon each Lot and shall be the personal obligation of the Owner. Unless otherwise prohibited by law, all costs of collection, expenses, and fees charged to, or paid by, the Association collecting, or attempt to collect, Assessments shall be assessed against the Lot and shall also become the personal obligation of the Owner as and when incurred. Cost of collection shall include, but not be limited to, charges imposed by the Association for sending collection notices/letters, charges imposed by the Association's management company for sending collection notices/letters, attorney fees, legal expenses (postage, copies, filing fees, etc.), and charges or administrative costs/fees imposed by the Association's management company for monitoring delinquent accounts and/or turning over delinquent accounts to the Association's collection agent (including the Association's attorney).

Section 4. Delinquency Processing. The delinquent date for all Assessments will be thirty (30) days from the Due Date, unless otherwise stated in the Declaration or action approving same.

Section 5. Notices. All collection notices sent to the Owner below shall contain notice of the amount then due.

- 5.1. **Delinquent Notice(s).** The Association may, but is not required to, send one or more delinquent notices at a time to be determined by the Board before sending the Final Delinquent Notice described below.
- 5.2. **Final Delinquent Notice.** The Association shall, before turning a delinquent owner over to a collection agent (including the Association's attorney), send to the Owner a notice that complies with Section 209.0064 of the Texas Property Code. Additionally, if an Owner's use rights in the common area are to be suspended, the notice may include the provisions required by Section 209.006 of

the Texas Property Code. The Association retains the right to send a letter that complies with Section 209.006 of the Texas Property Code as a separate mailing.

Section 6. Interest. Unless otherwise provided by the Declaration, any Assessment not paid within thirty (30) days of the Due Date shall bear interest from the Due Date at the rate of eighteen percent (18%) per annum.

Section 7. Late Charge. A late charge of twenty-five percent (25%) will be incurred on any Annual Assessment, Gated Section Assessment, Bulk Services Assessment, Special Assessment or Specific Section Assessments that is not paid in full within thirty (30) days of the date the Assessment became due. The late charge will be based upon the full amount of the applicable Assessment regardless of whether the full amount of the applicable Assessment is delinquent or some portion less than the full amount of the applicable Assessment is delinquent. Late charges are in addition to, not in lieu of, interest.

Section 8. Payment Plan and Partial Payments. All Owners will be offered a payment plan in accordance with Section 209.0062 of the Texas Property Code and the Association's Payment Plan Policy. Partial payments shall be posted in accordance with Section 209.0063 of the Texas Property Code. Any payment for less than the full amount due at the time payment is made shall not constitute waiver or forgiveness of the remaining balance. In the event that an Owner enters into a payment plan per the Association's Payment Plan Policy, Owner is responsible for any and all administrative cost provided for in the Payment Plan Policy.

Section 9. Dishonored Checks. Checks dishonored by the bank (e.g., NSF checks) may (but are not required to) be re-deposited by the Association. Whether or not a dishonored check is re-deposited, a dishonored check shall incur a dishonored check processing fee in the amount of \$25.00 to offset the additional processing involved and a dishonored check notice may (but is not required to) be sent requesting payment in full by cashier's check or money order. In the event a dishonored check notice is sent and the amount due is not paid in full within ten (10) days of the mailing of the dishonored check notice, the Association may initiate or continue collection activity. In addition to the dishonored check fee charged by the Association, any bank fee(s) or any other type of fee(s) charged to the Association because of the dishonored check shall be charged against the Owner's account and the amount of the dishonored check shall be reposted to the Owner's account as allowed by law. An Owner shall be responsible for all charges and/or fees incurred by the Association as a result of a dishonored check.

Section 10. Owner's Mailing Address. It is the responsibility of each Owner of a Lot in the Property to provide the Owner's mailing address to the Association and to promptly notify the Association in the event the Owner's mailing address changes. In order to be effective, notice of the Owner's mailing address or a change of the Owner's mailing address must be mailed to the Association by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. It is the Owner's responsibility to maintain evidence of receipt by the Association of Owner's notice of address change. The Association may, at its discretion, accept a notification of a change in an Owner's mailing address sent by regular mail or e-mail, however, an Owner that disputes the mailing address listed in the Association's records must be able to prove that the Owner sent an address change notification by providing evidence of receipt by the Association

of Owner's notice of address change that was sent by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. Unless the Association is otherwise notified in writing, the Owner's mailing address shall be deemed to be the address of the Owner's Lot in the Property or the last alternative mailing address provided to the Association by the Owner in writing. All notices to an Owner pursuant to this Policy shall be mailed to the Owner at the Owner's last known mailing address. If mail to an Owner is returned undelivered, or the Association otherwise reasonably determines that the last known mailing address of the Owner may not be valid, the Association has the right, but not the obligation, to conduct a title search or other searches for the purpose of attempting to either verify the Owner's current mailing address or obtain the Owner's current mailing address. Any costs incurred by the Association to verify an Owner's current mailing address or obtain an Owner's current mailing address shall be, to the extent permissible under the Association's Dedicatory Instruments and state law, charged to the Owner. The failure of an Owner to receive a notice(s) or to properly notify the Association of a change in an Owner's mailing address shall in no way waive or negate the Owner's obligation to pay any Assessment or charge(s) authorized by the Declaration or state law.

Section 11. Referral of Account to Credit Bureau(s). In the event that an Owner does not either pay in the balance due on the assessment account of Owner's Lot in full or enter into a payment plan for the amount due after receipt of a Final Delinquent Notice as described in Section 5.2 above, the Association may, but is not required to, refer or cause a delinquent account to be referred through the Association's management company to a national credit bureau(s) of its choosing. The decision to refer a delinquent account to a credit bureau(s) shall be at the sole and absolute discretion of the Board. The Board is not required to refer all delinquent accounts to a credit bureau(s) and retains the sole and absolute discretion to refer accounts to a credit bureau(s) on a case-by-case basis. The Association may, but is not required to, send a letter to an Owner informing the Owner that the Owner's delinquency has been or will be referred to a credit bureau.

Section 12. Referral of Account to Association's Attorney. Upon referral of the account to the Association's attorney for collection, the attorney is authorized to, without further instruction from the Board, take whatever action is necessary to collect the amount due including, but not limited to, sending demand letters, filing a lawsuit against the delinquent Owner for a money judgment and/or a judicial foreclosure, instituting an expedited foreclosure action if authorized by the Declaration and/or state law, foreclosing on the Lot or any non-exempt assets of an Owner to collect a judgment obtained by the Association and, in the event an Owner files bankruptcy, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

Section 13. Required Action. Nothing contained herein, not otherwise required by the Declaration or by law, shall require the Association to take any of the actions contained herein. The Association's Board of Directors shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis and proceed with collection activity as in its best judgment deems reasonable.

Section 14. This Collection Policy replaces and supersedes any previous collection policy, if any, adopted by the Association.

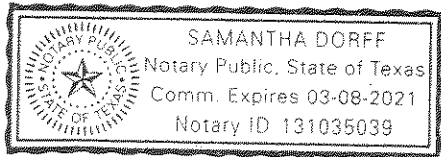
I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Collection Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording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

SIERRA VISTA AT CANYON GATE PROPERTY OWNERS ASSOCIATION

By: [Signature]
Printed: Jeff Sheehan
Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 1st day of February 2018, personally appeared [Signature], Secretary of Sierra Vista at Canyon Gate Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



[Signature]
Notary Public in and for the State of Texas

FILED and RECORDED

Instrument Number: 2018005449

Filing and Recording Date: 02/02/2018 08:04:10 AM Pages: 8 Recording Fee: \$50.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-regina