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HONEY GLEN ACRES HOMEOWNERS' ASSOCIATION

COMMUNITY POLICY MANUAL

BWH Holdings LLC, Series 1, a separate series of BWH Holdings, LLC , AS THE DECLARANT UNDER THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HONEY GLEN ACRES HOA, RECORDED UNDER DOCUMENT NO.**2021060065** OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS, CERTIFIES THAT THE FOREGOING COMMUNITY POLICY MANUAL WAS ADOPTED FOR THE BENEFIT OF THE HONEY GLEN ACRES HOA, A TEXAS NON-PROFIT ASSOCIATION (THE "ASSOCIATION"), AS PART OF THE INITIAL PROJECT DOCUMENTATION FOR HONEY GLEN ACRES HOA. THIS COMMUNITY POLICY MANUAL BECOMES EFFECTIVE WHEN RECORDED.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS COMMUNITY MANUAL ON THE 9th DAY OF August, 2024

DECLARANT: BWH Holdings LLC, Series 1, a separate series of BWH Holdings, LLC

a Texas LLC

By: Brandon Whatley
Brandon Whatley, PRESIDENT

THE STATE OF TEXAS §
COUNTY OF BELL §

This instrument was acknowledged before me this 9 day of August, 2024 by Brandon Whatley, President of BWH Holdings LLC, Series 1, a separate series of BWH Holdings, LLC.

Dana Benson
Notary Public Signature

DANA BENSON
Commission # 13425545-6
My Commission Expires
March 16, 2027

HONEY GLEN ACRES HOMEOWNERS'

A RESIDENTIAL COMMUNITY IN BELL COUNTY

BWH HOLDINGS LLC, SERIES 1, A SEPARATE SERIES OF BWH HOLDINGS, LLC, is the developer of HONEY GLEN ACRES HOMEOWNERS' ASSOCIATION (the "Community").
The guiding principles for the Community have been set forth in the governing documents for HONEY GLEN ACRES HOA, which include the Development Documents and the Association Documents (both defined below) and are collectively referred to as the Documents (the "Documents"). The Documents include such instruments as the Declaration of Covenants, Conditions and Restrictions (the "Declaration"), the Builders Guidelines and this Community Policy Manual (collectively referred to as the "Development Documents"), all of which are recorded in the property records by the developer generally prior to the time that you purchased your property. The Development Documents contain covenants, conditions and restrictions which not only encumber your property, but also have a legal and binding effect on all Owners and Residents in the Community, now or in the future.

Under the Development Documents, the developer is the "Declarant" who has reserved certain rights to facilitate the development, construction, and marketing of the Community, including its size, shape, and composition, while the Community is being built out (the "Development Period"). Furthermore, the Development Documents identify and set forth the obligations of HONEY GLEN ACRES HOA, the non-profit association created by the Declarant to exercise the authority and assume the powers described in the Declaration (the "Association"). Integral to the functioning of the Community, the Association's roles include owning, operating, and maintaining various Common Areas and Community amenities, as well as administering and enforcing all of the Development Documents.

Other specific Documents include such instruments as the Certificate of Formation and Bylaws which set forth the corporate governance structure of the Association as well as the various rules, which include Rules, Regulations, policies, and procedures outlining the operation of the Association and required standards for use of property, activities, and conduct (the "Association Documents"). It is the Association Documents which are included within this Community Manual, as further set forth herein.

Capitalized terms used but not defined in this Community Policy Manual shall have the meanings ascribed to such terms in the Declaration.

This Community Policy Manual becomes effective when recorded.

HONEY GLEN ACRES HOMEOWNERS'

COMMUNITY POLICY MANUAL

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Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jose A. Esparza
Deputy Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

HONEY GLEN ACRES HOA, INC.
File Number: 804206014

The undersigned, as Deputy Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Deputy Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 08/25/2021

Effective: 08/25/2021

Jose A. Esparza
Deputy Secretary of State

Form 202

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: $25

Certificate of Formation
Nonprofit Corporation

Filed in the Office of the
Secretary of State of Texas
Filing #: 804206014 08/25/2021
Document #: 1074298950002
Image Generated Electronically
for Web Filing

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

HONEY GLEN ACRES HOA, INC.

Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:
BRANDON WHATLEY

C. The business address of the registered agent and the registered office address is:

Street Address:
4404 CEDAR CREEK ROAD TEMPLE TX 76504

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☑ B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

☐ A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

☑ B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **BRANDON WHATLEY** Title: **Director**

Address: **4404 CEDAR CREEK ROAD TEMPLE TX, USA 76504**

Director 2: **STEPHEN MCELROY** Title: **Director**

Address: **4404 CEDAR CREEK ROAD TEMPLE TX, USA 76504**

Director 3: **GWEN WHATLEY** Title: **Director**

Address: **4404 CEDAR CREEK ROAD TEMPLE TX, USA 76504**

Article 4 - Organization Structure

☑ A. The corporation will have members.

or

☐ B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

The Corporation is organized to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as HONEY GLEN ACRES, an addition to Bell County,

Texas; and to promote the health, safety and welfare of the residents within this property and any additions brought within the Jurisdiction of this Corporation, and for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as stated in the Declaration of Covenants, Conditions and Restrictions ("Declaration") applicable to the property and recorded or to be recorded with the county clerk of Bell County, Texas, and as amended, the Declaration being incorporated here as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses connected with assessments and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association; and

(c) Have and exercise any and all powers, rights and privileges which a corporation organized under the nonprofit corporation laws of the State of Texas by law may have or exercise.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

☑ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer are set forth below.

W. RANDY HARRELL **2106 BIRD CREEK DRIVE, TEMPLE, TEXAS 76502**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

W. RANDY HARRELL
Signature of organizer.

FILING OFFICE COPY

II
HONEY GLEN ACRES HOMEOWNERS' FINE AND ENFORCEMENT POLICY

1. **Background.** HONEY GLEN ACRES HOMEOWNERS' ASSOCIATION is subject that certain Declaration of Covenants Conditions and Restrictions for HONEY GLEN ACRES HOMEOWNERS' ASSOCIATION recorded in the Official Public Records of Bell County, Texas, the same may amended from time. ("Declaration"). In accordance with the Declaration, HONEY GLEN ACRES HOA, a Texas non-profit Association (the "Association") was created to administer the terms and provisions of the Declaration. Unless the Declaration or applicable law expressly provides otherwise, the Association acts through a majority of its board of directors (the "Board"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Certificate, Bylaws, Community Manual, and any Rules and Regulations promulgated by the Association pursuant the Declaration, adopted and amended from time to time (collectively, tie "Restrictions"), including obligation of Owners to pay Assessments pursuant the terms and provisions of the Declaration and the obligations of the Owners compensate Association for costs incurred by the Association for enforcing violations the Restrictions.

   The Board hereby adopts this Fine and Enforcement Policy establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled "Texas Residential Property Owners Protection Act," it may be amended (the "Act"). To the extent any provision within this policy conflicts with the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

Terms used in this policy, but not defined, shall have the meanings ascribed to such terms in the Restrictions.

2. **Policy.** The Association uses fines to discourage violations of the Restrictions and encourage compliance when a violation occurs - not punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Restrictions. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.

3. **Owner's Liability.** An Owner is liable for fines levied by the Association for violations of the Restrictions by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.

4. **Amount.** The Association may set fine amounts on a case-by-case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation and should be uniform for similar violations of the same provision of the Restrictions. If the Association allows fines to accumulate, the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.

5. **Violation Notice**. Except set forth in Section 5(C) below, before levying a fine, the Association will give (i) a written violation notice via certified mail, the Owner (at the Owner's last known address shown in the Association records (the "Violation Notice") and (ii) an opportunity be heard, if requested by the Owner. The Association's Violation Notice will contain the following items: (1) the date the Violation Notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the Individual Assessment, suspension action, or other charge; (3) a reference b the rule or provision that is being violated; (4) a description of the action required cure the violation and a reasonable timeframe in which tie violation is required be cured b avoid the fine or suspension; (5) the amount of the possible fine; (6) a statement that no later than the thirtieth (30 th) day after date the notice was mailed, the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant Section 209.007 of the Texas Property Code is be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right appeal the committee's decision tie Board by written notice to the Board; and (7) a statement that the Owner may have special rights or relief related the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section et seq), if the Owner is serving on active military duty. The Violation Notice sent out pursuant to this paragraph is further subject the following:

A. **First Violation.** If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the Violation Notice will state those items set out in (1) - (7) above, along with a reasonable timeframe by which the violation must be cured to avoid tie fine. The Violation Notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the Schedule of Fines may be levied if Owner does not cure the violation within the timeframe set forth in the notice.

B. **Uncurable Violation pf Public Health or Safety**. If the violation is of an uncurable nature or poses a threat public health or safety (as exemplified in Section 209.006 of the Texas Property Code), then the Violation Notice shall state those items set out in (1), (2), (3), (5), (6), and (7) above, and the Association shall have the right to exercise any enforcement remedy afforded it under the Restrictions, including but not limited the right to levy a fine pursuant the Schedule of Fines.

C. **Repeat Violation without Attempt Cure.** If the Owner has been given a Violation Notice and a reasonable opportunity cure the same or similar violation within the preceding six (6) months but commits the violation again, then the Owner shall not be entitled to an additional

Violation Notice or a hearing pursuant Section 209.007 of the Texas Property Code, and the Association shall have the right to exercise any enforcement remedy afforded it under the Restrictions, including but not limited b tie right levy a fine pursuant to the Schedule of Fines. After an Owner has been provided a Violation Notice set forth herein and assessed fines in amounts set forth in amounts set forth in the Schedule of Fines, if the Owner has never cured the violation in response to any Violation Notices sent or any fines levied, then the Board, in its sole discretion, may determine that such a circumstance a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount determined by Board.

6. **Violation Hearing.** If the Owner is entitled to an opportunity to cure the V1olation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the **"Request"**) to the Association's manager (or the Board if there is no manager) within thirty (30) days after receiving the Violation Notice. The Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The Board must notify the Owner of the date, time, and place of the hearing at least (10) days before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. 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. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner shall attend the hearing in person, but may be represented by another person (i.e., attorney) during the hearing, upon advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the Violation Notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as **Exhibit A**.

7. **Date.** Fine and/or damage charges are due immediately if the violation is uncurable or poses a threat to public health or safety. If the violation is curable, the fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the first Violation Notice ends and the Owner does not attempt to cure the violation or the attempted cure is unacceptable to Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after

the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

8 **Lien Created**. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in the Declaration and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to the Declaration. The fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing t e enforcement of assessments pursuant to Article 6 of the Declaration.

9 **Levy of Fine.** Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices.

10 **Foreclosure.** The Association may not foreclose its assessment lien on a debt consisting solely of fines.

Schedule of Fines

The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Restrictions. The Board may elect to pursue such additional remedies at any time in accordance with applicable law. The Board also reserves the right to set fine amounts on a case-by-case basis, provided the fine is reasonable considering the nature, frequency, and effect of the violation: FINES:

New Violation: Notice of Violation	**Fine Amount:** $25.00 (if a curable violation, may be avoided if Owner cures **the violation by the time specified in the notice**)
Repeat Violation (No Right to Cure or Uncurable Violation):	**Fine Amount:** **1st Notice $50.00** **2nd Notice $100.00** **3rd Notice $200.00** **4th Notice $400.00**
Continuous Violation: **Continuous Violation Notice**	**TBD**

The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the violation.

EXHIBIT A
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 providing _____ (Owner) an opportunity to be heard regarding a notice of violation of the Restrictions sent by the Association.

The hearing is being conducted as required by Section 209.007(a) of the Texas Property Code and is an opportunity for _____ (Owner) to discuss, verify facts, and attempt to resolve the matter at issue. The Board may be able to resolve the dispute at the hearing or the Board may elect to take the matter under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing within fifteen (15) days.

This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present photographs or other material relevant to the violation, fines or penalties. After the Association's representative has finished his presentation, the Owner or its representative will be given the opportunity to present photographs or other material relevant to the violation, fines or penalties. The Board may ask questions during either party's presentation. It is requested that questions by (Owner) held until completion of the presentation by the Association's representative.

II. Presentation of Facts:

Hearing Officer This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present photographs or other material relevant to the violation, fines or penalties. After the Association's representative has finished his presentation, the Owner or its representative will be given the opportunity to present photographs or other material relevant to the violation, fines or penalties. The Board may ask questions during either party's presentation. It is requested that questions by (Owner) held until completion of the presentation by the Association's representative.

III. Presentations

Discussion:

Hearing Officer. This portion of the hearing is to permit the Board and (Owner) to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, a mutually agreed upon resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.

IV. Resolution:

Hearing Officer. This portion of the hearing is to permit discussion between the Board and [Owner] regarding the final terms of a mutually agreed upon resolution if such resolution was agreed upon during the discussion phase of the hearing. If no mutually agreed upon resolution was reached, the Hearing Officer may: (i) request that the Board enter executive session to discuss the matter; (ii) request that the Board take the matter under advisement and adjourn the hearing; or (iii) adjourn the hearing.

III
HONEY GLEN ACRES HOMEOWNERS' ASSOCIATION COMMUNITY ASSESSMENT COLLECTION POLICY

HONEY GLEN ACRES HOMEOWNERS' ASSOCIATION is a community (the "Community") created by and subject to the Declaration of Covenants, Conditions and Restrictions for HONEY GLEN ACRES HOMEOWNERS' ASSOCIATION recorded in the Official Public Records of Bell County, Texas, and any amendments or supplements thereto ("Declaration"). The operation of the Community is vested in HONEY GLEN ACRES HOMEOWNERS' ASSOCIATION, a Texas non-profit association (the "Association"), acting through its board of directors (the "Board"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Certificate, Bylaws, Community Manual, and any Rules and Regulations promulgated by the Association pursuant to the Declaration, as adopted and amended from time to time (collectively, the "Restrictions"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Declaration.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Restrictions. Terms used in this policy, but not defined, shall have the meaning subscribed such term in the Restrictions.

SECTION 1. DELINQUENCIES, LATE CHARGES & INTEREST

1-A. **Due Date.** An Owner will timely and fully pay Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.

1-B Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full - including collection costs, interest, and late fees.

1-C an Owner becomes delinquent, it remains delinquent until paid in full - including collection costs, interest and late fees of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.

1-D. Insufficient Funds. The Association may levy a charge of $30 for any check returned to the Association marked "not sufficient funds" or the equivalent.

1-E Waiver. Properly levied collection costs, late fees, and interest may only be waived by a

Majority of the Board

SECTION 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the
The association has no duty to reinstate the installment program upon partial payment by the Owner.

SECTION 3. PAYMENTS

3-A **Application of Payments.** After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall 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 on checks, and the date the obligations arose:

(1) Delinquent assessments	(4) Other attorney's fees
(2) Current assessments	(5) Fines
(3) Attorney fees and costs associated with delinquent assessments	(6) Any other amount

3-B **Payment Plans.** The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner in their sole and absolute discretion. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. The Association is not required to make a payment plan available to a Member after the Delinquency Cure Period allowed under Paragraph 5-B expires. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.

3-C **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.

3-D **Partial and Conditioned Payment**. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments do not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

3-E **Notice of Payment.** If the Association receives full payment of the delinquency after Recording a notice of lien, the Association will cause a release of notice of lien to be publicly Recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and recording the release.

3-F **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.

SECTION 4. LIABILITY FOR COLLECTION COSTS

4-A. **Collection Costs.** The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

SECTION 5. COLLECTION PROCEDURES

5-A. **Delegation of Collection Procedures.** From time to time, the Association may delegate some or all the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's Manager, an attorney, or a debt collector.

5-B **Delinquency Notices.** If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by certified mail, stating: (a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options the Owner has to avoid having the account turned over to a collection agent, as such term is defined in Texas Property Code Section 209.0064, including information regarding availability of a payment plan through the Association, and (c) that the Owner has thirty (30) days for the Owner to cure the delinquency before further collection action is taken (the

"Delinquency Cure Period"). The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all the Association's remedies, at the sole cost and expense of the defaulting Owner.

5-C **Verification of Owner Information.** The Association may obtain a title report to determine the names of the Owners and the identity of other lienholders, including the mortgage company.

5-D **Collection Agency.** The Board may employ or assign the debt to one or more collection agencies.

5-E **Notification of Mortgage Lender**. The Association may notify the Mortgage lender of the default obligations.

5-F **Notification of Credit Bureau.** The Association may report the defaulting Owner to one or more credit reporting services.

5-G. **Collection by Attorney**. If the Owner's account remains delinquent for a period of ninety (90) days, the Manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:

(1) Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within 30 days (unless such notice has previously been provided by the Association), then

(2) Lien Notice: Preparation of the Lien Notice and Demand for Payment Letter and Recordation of a Notice of Unpaid Assessment Lien. If the account is not paid in full within 30 days, then

(3) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose to Lender. If the account is not paid in full within 30 days, then

(4) Foreclosure of Lien: Only upon specific approval by a Majority of the Board.

5-H. **Notice of Lien**. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly Recorded. In that event, a copy of the notice will be sent to the defaulting Owner and may also be sent to the Owner's Mortgagee.

5-I **Cancellation of Debt.** If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

5-J **Suspension of Use of Certain Facilities or Services**. The Board may suspend the use of the Common Area amenities by an Owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days.

SECTION 6. GENERAL PROVISIONS

6-A **Independent Judgment**. Notwithstanding the contents of this detailed policy, the officers, directors, Manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.

6-B **Other Rights.** This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Restrictions and the laws of the State of Texas.

6-C **Limitations of Interest.** The Association, and its officers, directors, Managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Restrictions or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum more than the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.

6-D. **Notices**. Unless the Restrictions, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

6-E **Amendment of Policy**. This policy may be amended from time to time by the Board.

IV

HONEY GLEN ACRES HOMEOWNERS' ASSOCIATION

RECORDS INSPECTION, COPYINGAND RETENTION POLICY

Terms used but not defined in this policy will have the meanings ascribed to such terms in that certain Declaration of Covenants. Conditions and Restrictions for HONEY GLEN ACRES HOMEOWNERS' ASSOCIATION recorded in the Official Public Records of Bell County, Texas, as the same may be amended from time to time.

Note: Texas statutes presently render null and void any restriction in the Declaration which restricts or prohibits the inspection, copying and/or retention of association records and files in violation of the controlling provisions of the Texas Property Code or any other applicable state law. The Board has adopted this policy in lieu of any express prohibition or any provision regulating such matters which conflict with Texas law, as set forth in the Declaration.

1. **Written Form**. The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

2. **Request in Writing; Pay Estimated Costs in Advance.** An Owner (or an individual) identified as an Owner's agent, attorney, or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Texas Administrative Code Section 70.3, as may be amended from time to time (a current copy of which is attached hereto). Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the 30th business day after the records is provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the final invoice is sent to the Owner.

3. **Period of inspection.** Within ten (10) business days from receipt of the written request, The Association must either: (1) provide the copies to the Owner; (2) provide available inspection dates; or provide written notice that the Association cannot produce the documents within the ten (10) business days along with either: (i) another date within an additional fifteen (15) business days on which the records may either be inspected or by which the copies will be sent to the Owner; or (ii) a notice that after a diligent search, the requested records are missing and cannot be located.

4. **Records Retention.** The Association shall keep the following records for **at least** the time periods stated below:

    a. **PERMANENT:** The Articles of Incorporation or the Certificate of Formation, the Bylaws, and the Declaration, all other governing documents, guidelines, rules, regulations and policies and all amendments thereto Recorded in the property records to be effective against any Owner and/or Member of the Association.

    b. FOUR **(4) YEARS**: Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.

    c. FIVE **(5) YEARS**: Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Association and written or electronic records related to the Owner and produced by the Association in the ordinary course of business.

    d. SEVEN **(7) YEARS**: Minutes of all meetings of the Board and the Owners

    e. SEVEN (**7) YEARS**: Financial books and records produced in the ordinary course of business, tax returns and audits of the Association.

    f. **GENERAL RETENTION INSTRUCTIONS**: "Permanent" means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.b. above), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. For example, if a record is created on June 14, 2015, and the retention period is five (5) years, the retention period begins on December 31, 2015, and ends on December 31, 2020. If the retention period for a record has elapsed and the record is destroyed, the record should be shredded or otherwise safely destroyed. Electronic

files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.

5. **Confidential Records.** As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.

6. **Attorney Files.** Attorney's files and records relating to the Association (excluding invoices requested by an Owner pursuant to Texas Property Code Section 209.00S(d)), are not records of the Association and are not: (a) subject to inspection by the Owner; or (b) subject to production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

7. **Presence of Board Member or Manager; No Removal.** At the discretion of the Board or the Association's Manager, certain records may only be inspected in the presence of a Board member or employee of the Association's Manager. No original records may be removed from the office without the express written consent of the Board.

TEXAS ADMINISTRATIVE CODE TITLE 1, PART 3, CHAPTER 70 RULE §70.3 - CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION

(a) **The charges** in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).

(b) **Copy charge.**

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is $.25 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(A) Diskette--$1.00.
(B) Magnetic tape--actual cost;
(C) Data cartridge--actual cost;
(D) Tape cartridge--actual cost.
(E) Rewritable CD (CD-RW) --$1.00.
(F) Non-rewritable CD (CD-R) --$1.00.
(G) Digital video disc (DVD)--$3.00.
(H) Jaz drive--actual cost.
(I) Other electronic media--actual cost.
(J) VHS video cassette--$2.50.
(K) Audio cassette--$1.00.
(L) Oversize paper copy (e.g.: 11 inches by 17 inches, green bar, blue bar, not including maps and photographs using specialty paper--See also §70.9 of this title) --$.50.
(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

(c) La**bor charge for programming.** If a particular request requires the services of a programmer to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.

(1) The hourly charge for a programmer is $28.50 an hour. Only programming services shall be charged at this hourly rate.

(2) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(3) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code. +

(d) Labor charge for locating, compiling, manipulating data, and reproducing public information.

(1) The charge for labor costs incurred in processing a request for public information is $15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information: (A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code,

Subchapter C, Chapter 552; or

(B) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(4) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(l) or

(2).

(5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(6) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(e) **Overhead charge**.

(1) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital

assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(l) or (2).

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $15.00 x .20 = $3.00; or Programming labor charge, $28.50 x .20 = $5.70. If a request requires one hour of labor charge for locating, compiling, and reproducing information ($15.00 per hour); and one hour of programming labor charge ($28.50 per hour), the combined overhead would be: $15.00 + $28.50 = $43.50 x .20 = $8.70.

(f) **Microfiche and microfilm charge.**

(1) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(2) If only a master copy of information in microfilm is maintained, the charge is $.25 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

(g) **Remote document retrieval charge.**

(1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State

Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(l) of this section.

(h) **Computer resource charge.**

(1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s) and set its charge accordingly. Type of System--Rate: mainframe--$10 per CPU minute; Midsize--$1.50 per CPU minute; Client/Server--$2.20 per clock hour; PC or LAN-$1.00 per clock hour.

(4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $10 I 3 = $3.33; or $10 I 60 x 20 = $3.33.

(5) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code. (I) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as

labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(j) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(k) Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter 0, §3.341 and §3.342).

(1) Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

(m) These charges are subject to periodic reevaluation and update.

Source Note: The provisions of this §70.3 adopted to be effective September 18, 1996, 21 TexReg 8587; amended to be effective February 20, 1997, 22 TexReg 1625; amended to be effective December 3, 1997, 22 TexReg 11651; amended to be effective December 21, 1999, 24 TexReg 11255; amended to be effective January 16, 2003, 28 TexReg 439; amended to be effective February 11, 2004, 29 TexReg 1189; transferred effective September 1, 2005, as published in the Texas Register September 29, 2006, 31 TexReg 8251; amended to be effective February 22, 2007, 32 TexReg 614.

V

HONEY GLEN ACRES HOMEOWNERS' ASSOCIATION

STATUTORY NOTICE OF POSTING AND RECORDATION OF ASSOCIATION GOVERNING DOCUMENTS

Terms used but not defined in this policy will have the meanings ascribed to such terms in that certain Declaration of Covenants. Conditions and Restrictions for HONEY GLEN ACRES HOMEOWNERS' ASSOCIATION recorded in the Official Public Records of Bell County, Texas, as the same may be amended from time to time.

1. **Dedicatory Instruments.** As set forth in Texas Property Code Section 202.001 dedicatory instrument" means each document governing the establishment, maintenance, or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the Declaration or similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' association; (b) properly adopted Rules and Regulations of the property owners' association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations, or as otherwise referred to in this notice as the "Governing Documents

2. **Recordation of All Governing Documents.** The Association shall file all the Governing Documents in the real property records of each county in which the property to which the documents relate is located. Any dedicatory instrument comprising one of the Governing Documents of the Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006.

3. **Online Posting of Governing Documents**. The Association shall make all the Governing Documents relating to the Association or subdivision and filed in the county deed records available on a website if the Association, or a management company on behalf of the Association maintains a publicly accessible website.

VI
HONEY GLEN ACRES HOMEOWNERS' ASSOCIATION
EMAIL REGISTRATION POLICY

Terms used but not defined in this policy will have the meanings ascribed such terms in that certain Declaration of Covenants, Conditions and Restrictions for The HONEY GLEN ACRES HOMEOWNERS' ASSOCIATION recorded in the Official Public Records of Bell County, Texas, as the same may be amended from time to time.

1. Purpose. The purpose of this Email Registration Policy is to facilitate proper notice of annual and special meetings of members of the Association pursuant to Section 209.005l(e) of the Texas Property Code.

2. Email Registration. Should the owner wish to receive all email notifications of annual and special meetings of members of the Association, 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. 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.

3. Failure to Register. An owner may not receive email notification or communication of annual or special meetings of members of the Association 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 an email address with the Association.

4. Amendment. The Association may, from time to time, modify, amend, or supplement this Policy or any other rules regarding email registration.

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2024035131
As
POLICY

Recorded On: August 14, 2024
Parties: BWH HOLDINGS LLC SERIES 1 **Billable Pages:** 28
To HONEY GLEN ACRES HOMEOWNERS' ASSOCIATION **Number of Pages:** 29
Comment:

(Parties listed above are for Clerks' reference only)

**** Examined and Charged as Follows ****

CLERKS RMF:		$5.00
RECORDING:		$113.00
	Total Fees:	$118.00

************ DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT ************

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.

File Information

Instrument Number:	2024035131
Receipt Number:	418403
Recorded Date/Time:	08/14/2024 2:08:01 PM
User / Station:	fosterk - BCCCD0735

Record and Return To:
ACCENT REAL ESTATE SERVICES
2400 W. 57TH STREET
TEMPLE, TX 76504

THE STATE OF TEXAS * BELL COUNTY *

I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston
Bell County Clerk

Shelley Coston