

SHADOW CREEK RANCH MAINTENANCE ASSOCIATION

**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF THE TEXAS PROPERTY CODE**

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §
COUNTY OF FORT BEND §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Sarah B. Gerdes, who, being by me duly sworn according to law, stated the following under oath:

“My name is Sarah B. Gerdes. I am over twenty-one (21) years of age and fully competent to make this affidavit. I have personal knowledge of all facts stated herein, and they are all true and correct.

I am the attorney and an agent for Shadow Creek Ranch Maintenance Association, a Texas non-profit corporation (the “Association”), and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

The Association is a “property owners’ association” as defined in Section 202.001(2) of the Texas Property Code.

Attached hereto is the original of, or a true and correct copy of, the following dedicatory instrument, including known amendment or supplement thereto, governing the Association, which instrument has not previously been recorded: **Collection Policy for Delinquent Accounts**.

The documents attached hereto are subject to being supplemented, amended or changed by the Association.

Primary dedicatory instruments of the Association that have already been filed in the Real Property Records and which are amended by the attached are as follows:

Declaration of Covenants, Conditions, Restrictions for Shadow Creek Ranch Maintenance Association recorded in the real property records of each of the following counties as follows:

Harris County Clerk's File No. V361959; re-recorded under V472436
Fort Bend County Clerk's File No. 2001095077; re-recorded under 2001111335

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Brazoria County Clerk's File No. 01 042985; re-recorded under 01 051825

Supplemental Declaration of Covenants, Conditions, and Restrictions for Shadow Creek Ranch Maintenance Association, recorded in the real property records of each of the following counties as follows

Harris County Clerk's File No. V829950
Fort Bend County Clerk's File No. 2002051975
Brazoria County Clerk's File No. 02 010779

Supplemental Declaration of Covenants, Conditions, and Restrictions for Shadow Creek Ranch Maintenance Association, recorded in the real property records of each of the following counties as follows

Harris County Clerk's File No. X534957
Fort Bend County Clerk's File No. 2004054723
Brazoria County Clerk's File No. 2004018022

Supplemental and Amended Declaration of Covenants, Conditions, and Restrictions for Shadow Creek Ranch Maintenance Association, recorded in the real property records of each of the following counties as follows

Harris County Clerk's File No. 20070111492
Fort Bend County Clerk's File No. 2006158321
Brazoria County Clerk's File No. 2006072217

Supplemental and Amended Declaration of Covenants, Conditions, and Restrictions for Shadow Creek Ranch Maintenance Association, recorded in the real property records of each of the following counties as follows

Harris County Clerk's File No. 20090000572
Fort Bend County Clerk's File No. 2009003857
Brazoria County Clerk's File No. 2008058725

Supplemental and Amended Declaration of Covenants, Conditions, and Restrictions for Shadow Creek Ranch Maintenance Association, recorded in the real property records of each of the following counties as follows

Harris County Clerk's File No. 20090574625
Fort Bend County Clerk's File No. 2009132469
Brazoria County Clerk's File No. 2009056174

Supplemental and Amended Declaration of Covenants, Conditions, and Restrictions for Shadow Creek Ranch Maintenance Association, recorded in the real property records of each of the following counties as follows

Harris County Clerk's File No. 20100550611
Fort Bend County Clerk's File No. 2011006523
Brazoria County Clerk's File No. 2010050787

Supplemental and Amended Declaration of Covenants, Conditions, Restrictions for Shadow Creek Ranch Maintenance Association, recorded in the real property records of each of the following counties as follows

Fort Bend County Clerk's File No. 2011065923
Brazoria County Clerk's File No. 2011026360

Supplemental and Amended Declaration of Covenants, Conditions, Restrictions for Shadow Creek Ranch Maintenance Association, recorded in the real property records of each of the following counties as follows

Harris County Clerk's File No. 20120119252
Fort Bend County Clerk's File No. 2012028878
Brazoria County Clerk's File No. 2012008062

Supplemental and Amended Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Shadow Creek Ranch Maintenance Association, recorded in the real property records of each of the following counties as follows

Harris County Clerk's File No. 20130053988
Fort Bend County Clerk's File No. 2013014348
Brazoria County Clerk's File No. 20130053988

Supplemental Declaration of Covenants, Conditions and Restrictions for Shadow Creek Ranch Maintenance Association, recorded in the real property records of each of the following counties as follows

Fort Bend County- Clerk's File No. 2014108051
Brazoria County- Clerk's File No. 2014054898

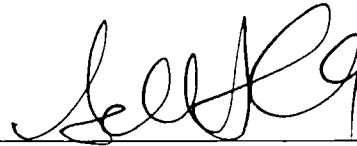
Supplemental and Second Amended Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Shadow Creek Ranch Maintenance Association, recorded in the real property records of each of the following counties as follows

Harris County Clerk's File No. RP-2016-149295
Fort Bend County Clerk's File No. 2016036672
Brazoria County Clerk's File No. 2016016015

Architectural Review Committee Guidelines. The enclosed Architectural Review Committee Guidelines shall replace and supersede the Architectural Review Committee Guidelines recorded on April 27, 2021 under Instrument No. 2021027043, Official Public Records of Brazoria County, Texas, recorded in the real property records of each of the following counties as follows

Fort Bend County Clerk's File No. 2023037212
Brazoria County Clerk's File No. 2023017983

SIGNED on this the 21st day of May 2024.



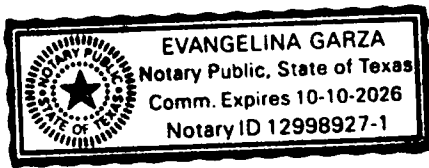
Printed Name: Sarah B. Gerdes
Attorney/Agent for Shadow Creek Ranch
Maintenance Association

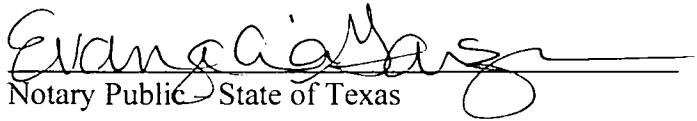
VERIFICATION

THE STATE OF TEXAS §
COUNTY OF HARRIS/FT BEND §

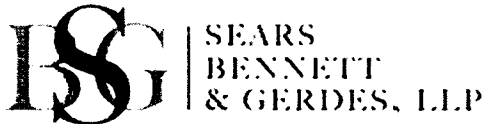
BEFORE ME, the undersigned authority, on this day personally appeared Sarah B. Gerdes, who, after being duly sworn stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within her personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 21st day of May 2024.




Notary Public - State of Texas

RECORDED BY:



6548 GREATWOOD PKWY.
SUGAR LAND, TX 77479

RP-2024-185579

SHADOW CREEK RANCH MAINTENANCE ASSOCIATION

COLLECTION POLICY FOR DELINQUENT ACCOUNTS

A. INTRODUCTION.

The Board of Directors ("Board") of Shadow Creek Ranch Maintenance Association ("SCRMA") is charged with the responsibility of collecting assessments ("Assessments") from the owners of Commercial and/or Multi-Family Tracts and residential property associations governed by SCRMA, as provided for in the Declaration of Covenants, Conditions, Restrictions for Shadow Creek Ranch Maintenance Association recorded in the real property records of each of the following counties as follows: Harris County Clerk's File No. V361959; re-recorded under V472436, Fort Bend County Clerk's File No. 2001095077; re-recorded under 2001111335, and Brazoria County Clerk's File No. 01 042985; re-recorded under 01 051825, as same has been amended and supplemented (the "Declaration"), and as further provided for in the Bylaws.

The Village of Emerald Bay Homeowners Association, Inc., the Village of Reflection Bay Homeowner's Association, Inc., the Village of Diamond Bay Homeowners Association, Inc., and the Village of Biscayne Bay Homeowners Association, Inc., are referred to herein as "Residential Association" individually or the "Residential Associations" collectively. Each Residential Association collects the SCRMA Assessments owed for the Lots located in each respective Residential Association and issues payment to SCRMA. SCRMA Assessments for the Residential Villages are levied on a per Lot basis.

The Shadow Creek Ranch Commercial Owners Association, Inc. ("Commercial Association") collects the SCRMA Assessments owed by the Commercial and/or Multi-Family Tracts which are subject to the jurisdiction of SCRMA. SCRMA Assessments for the Commercial and/or Multi-Family Tracts are calculated as provided for in the Declaration.

The Commercial Association and Residential Associations are referred to as "Association" or "Associations" below.

SCRMA and the Residential Associations are also parties to the Second Amended and Restated Agreement Concerning Use of Recreation Facilities ("Agreement Concerning Use"). Fees related to the Agreement Concerning Use are also addressed below.

While the payment terms below may differ from those included in the Declaration and Agreement Concerning Use, the Board has deemed these payment terms to be in the best interest of SCRMA as well as the Associations. More specifically, payment to SCRMA is based, in part, upon each Association's collection of assessments from its owners. The payment terms, provided below, allow each Association a reasonable time frame to collect assessments from owners before paying Assessments to SCRMA. This minimizes the chance of default.

In an effort to assist the Board in the collection of the Assessments and to provide clear guidelines to the Associations, the Board has developed the following procedures for the billing and collection of the Assessments.

B. BILLING AND COLLECTION PROCEDURES.

1. **Initial Invoice.** SCRMA shall bill the Associations for the Assessment obligations of their Owners, including but not limited to, Annual Assessments as well as all other Assessments, charges and fees authorized by the Governing Documents. SCRMA shall calculate, assess and mail or deliver a notice of the amount of Annual Assessments due each from each Association to each respective Association as a part of SCRMA's budget process, but no later than October 15th of each year, for the following year.
2. SCRMA shall then bill ("Initial Invoice") the Associations for such amounts by delivering an invoice statement to each Association prior to the end of each year for the coming year. Each Association shall bill and collect such Assessments directly from their Owners subject to its jurisdiction.
3. The Initial Invoice to be sent to each Association shall be sent to the Managing Agent for each Association. Each Association shall have an obligation to notify SCRMA in writing of any change in Registered Agent which shall become effective five (5) days after the written notice has been received.
 - a. Any notice from SCRMA to an Association's Registered Agent issued pursuant to this Collection Policy shall be deemed to be full and effective notice to the Association for all purposes.
4. **Assessment Due Date.**¹
 - a. All Assessments shall be due and payable as follows:
 - i. 25% of the total due shall be paid between January 1st and January 5th.
 - ii. 25% of the total due shall be paid on or before February 1st.
 - iii. 25% of the total due shall be paid on or before March 1st.
 - iv. 25% of the total due shall be paid on or before April 1st.
5.
 - a. It is the responsibility of each Association to ensure and verify that payments are received by SCRMA on or before such date.
 - b. Charges disputed are considered delinquent until such time as they are paid in full. SCRMA will not be responsible for delay by mail or any other form of delivery, including the failure to receive payment. Non-receipt of an invoice shall in no way relieve an Association of the obligation to pay.
6. **Fees Owed under the Agreement Concerning Use.**
 - a. Each Residential Association has agreed to pay to SCRMA each year an annual operating payment. The annual operating payment is equal to the product obtained by multiplying the total revenue requirement specified in the portion of the SCRMA annual operating budget allocable to the operating portion of the Agreement Concerning Use or such year by the fraction obtained by dividing the sum of the number of single family homes that have been constructed on lots and sold by a

¹ See Exhibit A referencing a breakdown of the fees owed.

homebuilder to a third party ("Rooftops") within the jurisdiction of the each Residential Association on January 1 of such year, whether or not occupied, by the sum of the total number of Rooftops within the jurisdiction of all of the Residential Associations.

- b. The annual operating payment shall be paid each year in four (4) equal payments, each 25% of the total annual operating payment for the respective Residential Association.
 - c. The annual operating payment shall be due and payable as follows²:
 - i. 25% of the annual operating payment due shall be paid between January 1st and January 5th.
 - ii. 25% of the annual operating payment due shall be paid on or before February 1st.
 - iii. 25% of the annual operating payment due shall be paid on or before March 1st.
 - iv. 25% of the annual operating payment due shall be paid on or before April 1st.
 - d. Each of the Residential Associations has also agreed to pay each year, on or before January 1st, the annual reserve payment owed to SCRMA³.
 - e. The annual operating payment and annual reserve payment required under the Agreement Concerning Use shall be collected in the same manner as provided herein. Failure to pay the required payments may result in levy of late fees and collection efforts, in addition to the rights provided to SCRMA under the Agreement Concerning Use.
7. Delinquent Balances. If the monthly payment of Assessment and any other charges, including fees owed under the Agreement Concerning Use for the Residential Associations, which may be due is not received by SCRMA on or before 1st of the respective month, the account shall be delinquent.
- a. Interest. If payment of 25% of the Assessment and any other charges which may be due is not received by SCRMA on or before 1st of the month in which it is due, the Association will be charged interest at the lesser of the rate of 18% per annum or the maximum legal rate of interest then prevailing, computed from the 1st.
 - b. Handling Fee. All delinquent Assessment accounts may be subject to a monthly handling fee of at least \$100.00.
 - c. Late Fee. All delinquent Assessment accounts may be subject to a late fee of \$500.00.

Further, Associations which remain delinquent shall be subject to the collection procedures listed below, which may be modified on a case-by-case basis by the Board as circumstances warrant.

² See Exhibit A referencing a breakdown of the fees owed.

³ See Exhibit A referencing a breakdown of the fees owed.

C. DEMAND FOR PAYMENT.

1. **Initial Delinquency Notice.** If payment of 25% of the Assessment and any other charges which may be due is not received by SCRMA on or before the 1st of the respective month, SCRMA will send an Initial Delinquency Notice. The Initial Delinquency Notice may be sent by first-class mail or email to the Association. The Initial Delinquency Notice will provide the Association with thirty (30) days to pay the balance due. This notice may, but is not required to, offer the Association payment arrangements.
2. **Final Notice.** Upon the expiration of the Initial Delinquency Notice, SCRMA will send a Final Assessment Demand and Invoice ("Final Notice") to the Association by certified mail and by regular U. S. First Class Mail. The Final Notice will:
 - a. Specify each delinquent amount owed and the total amount of the payment required to make the account current;
 - b. Describe the options the Association has to avoid having the account turned over to an attorney, including information regarding availability of a payment plan through SCRMA; and
 - c. Advise the Association that if the account is not paid or a payment plan established within thirty (30) days of issuance of the Final Notice, SCRMA intends to turn the account over to an attorney, and the Association will thereafter be responsible for the attorneys' fees and costs incurred, and such fees and costs will be charged to the Assessment account.
3. **Notice of Lien.** To further evidence SCRMA's lien securing unpaid Assessments, SCRMA or its attorney may, but is not required to, prepare a document entitled Lien Affidavit and Notice of Delinquent Assessments setting forth the amount of the delinquent Assessment(s), the name of the Association of the property and a description of the property (the "Notice of Lien"). The Notice of Lien may be filed in the real property records of Harris, Brazoria, or Fort Bend County, Texas, as applicable, and will constitute further evidence of the lien against the Association tract or subdivision.
4. **Remedies for Non-Payment.** If a delinquent balance remains unpaid ninety (90) days after the due date, SCRMA will forward the delinquent account to its attorney for further handling. An attorney referral fee of at least \$100.00 will be charged to the Assessment account when the account is turned over to the attorney for pursuit. It is contemplated that the attorney will send one (1) or more demand letters to the delinquent Association as deemed appropriate. If the Association does not satisfy the Assessment delinquency pursuant to the attorney's demand letter(s), then the attorney shall immediately file a Notice of Lien. After filing the Notice of Lien, the attorney shall contact the Board, or its designated representative, for approval to proceed with SCRMA's legal remedies. Upon receiving approval from the Board, or its designated representative, it is contemplated that the attorney will pursue any and all of SCRMA's legal remedies to obtain payment of the delinquent balance, including judicial or non-judicial foreclosure of SCRMA's lien.

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D. ENFORCEMENT COSTS.

All costs incurred by SCRMA as a result of an Association's failure to pay Assessments and other charges when due (including any attorneys fees and costs incurred) will be charged against an Association's Assessment account and shall be collectible in the same manner as a delinquent Assessment.

E. PAYMENT AGREEMENTS FOR DELINQUENT ACCOUNTS.

SCRMA shall make payment agreements for delinquent accounts available to an Association upon the terms and conditions set forth herein. SCRMA may require that the request for a payment agreement be in writing. All payment agreements are subject to the following conditions:

1. All payment agreements must be for the entire annual balance owed by the Association; remaining monthly payments will be accelerated and due.
2. All payment agreements must be in writing and signed by the Association. Via email is considered in writing and signed.
3. The minimum term for a payment agreement offered by SCRMA shall be three (3) months and the minimum down payment shall be 50% of the balance owed. Subject to such minimum terms, the Board or its attorney shall determine the appropriate term of the payment agreement in its sole discretion.
4. The Association shall be responsible for all interest and fees which accrue during the term thereof, as well as being responsible for the costs of administering the payment agreement.
5. If the Association defaults under the payment agreement, the account may immediately be moved over to the attorney without any further notice to the Association.

F. PAYMENTS AND APPLICATION OF FUNDS.

1. Partial Payments. Partial payments will not prevent the accrual of interest on the unpaid portion of the Assessment. Unless an Association is making a timely payment under a payment agreement as provided for herein, an Association will still be considered delinquent upon making a partial payment. SCRMA is not obligated to accept any partial payment that is late or does not cover the entire balance owed, including Assessments, late fees, interest, and attorneys fees.
2. Acceptance of Partial Payments. If SCRMA receives a partial payment from an Association, SCRMA may return the payment or deposit the payment. If the payment is deposited, SCRMA shall apply the payment in the following order of priority: attorneys' fees, interest, handling charges, and other costs of collection, and then to Assessment reduction and fines (if applicable), satisfying the oldest obligations first, followed by more current obligations, in accordance with the foregoing order of priority, or in such other manner or fashion or order as SCRMA shall determine, in its sole discretion, provided however, in exercising its authority to change the order of priority in applying a payment, a fine assessed by SCRMA (if applicable) may not be given priority over any other amount owed to SCRMA.

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EXHIBIT A

Assessment/Fee Payment	Payment Terms
Village Assessment - Emerald Bay	Jan.-April: 25% due each month on the 1st (funding for SCRMA daily operations)
Village Assessment - Biscayne Bay	Jan.-April: 25% due each month on the 1st (funding for SCRMA daily operations)
Village Assessment - Reflection Bay	Jan.-April: 25% due each month on the 1st (funding for SCRMA daily operations)
Village Assessment - Diamond Bay	Jan.-April: 25% due each month on the 1st (funding for SCRMA daily operations)
SCR Commercial	Jan.-April: 25% due each month on the 1st (funding for SCRMA daily operations)
Agreement Concerning Use - Emerald Bay	Jan.-April: 25% due each month on the 1st (funding for repair/maintenance & operation of Recreational Facilities)
Agreement Concerning Use -Biscayne Bay	Jan.-April: 25% due each month on the 1st (funding for repair/maintenance & operation of Recreational Facilities)
Agreement Concerning Use - Reflection Bay	Jan.- April: 25% due each month on the 1st (funding for repair/maintenance & operation of Recreational Facilities)
Agreement Concerning Use - Diamond Bay	Jan.-April: 25% due each month on the 1st (funding for repair/maintenance & operation of Recreational Facilities)
Agreement Concerning Use Reserve - Emerald Bay	Due on January 1st
Agreement Concerning Use Reserve - Biscayne Bay	Due on January 1st
Agreement Concerning Use Reserve - Reflection Bay	Due on January 1st
Agreement Concerning Use Reserve - Diamond Bay	Due on January 1st

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Pages 12
05/22/2024 11:24 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$65.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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