

# Waterview Estates Owners Association, Inc.

## Assessment Collection Policy

The following resolution has been adopted by the association pursuant to the Texas State law, at a regular, duly called meeting of the board of directors.

WHEREAS, the association is charged with certain responsibilities regarding the care, maintenance, and service of certain portions of the community, and

WHEREAS, the association must have the financial ability to discharge its responsibilities, and

WHEREAS, the board is required to collect assessments and other charges from owners, and

WHEREAS, the board desires to adopt a uniform, non-discriminating, and systematic procedure to collect assessments and other charges of the association.

NOW, THEREFORE, BE IT RESOLVED that the ASSOCIATION does hereby adopt the following policies and procedures for the collection of assessments and other charges of the association.

**Due Dates.** The annual assessment as determined by the association and as allowed for in the declaration, articles of incorporation, and bylaws shall be due and payable in annual installments due on January 1<sup>st</sup> of each year. Assessments or other charges not paid to the association by the 31<sup>st</sup> day of the beginning month in which they are due shall be considered past due and delinquent.

**Invoices.** The association shall invoice an owner, however, invoicing such owner shall not be a condition to an owner's obligation to pay assessments or other charges of the association. If the association provides an owner with an invoice for assessments, although invoices are not required, the invoice should be mailed or sent to the owner between October and December of each year and no later than thirty (30) days prior to the assessment being due. Non-receipt of an invoice shall in no way relieve the owner of the obligation to pay the amount due by the due date.

**Late Charges Imposed on Delinquent Installments.** Assessments shall be past due and delinquent if not paid as specified above. The association may impose a late charge on any outstanding or past due balance then due the association. The late charge shall be a "common expense" for each owner who fails to pay an installment of the annual assessment by the due date as specified above.

The late charge shall be the personal obligation of the owner(s) of the Lot for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the declaration (and as set forth above) for payment of assessments.

**Interest.** The association shall impose interest of 10% per annum on any unpaid assessment balance. The interest shall be a "common expense" for each owner who fails to pay an installment of the annual assessment by the due date as specified above.

The interest shall be the personal obligation of the owner(s) of the Lot for which such assessment or installment is unpaid. All interest shall be due and payable immediately, without notice, in the manner provided by the declaration (and as set forth above) for payment of assessments.

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**Acceleration of Assessment.** If an owner's default in paying an installment of any assessment levied against his/her Lot continues for fifteen (15) days beyond the due date, the association, at its option, may accelerate the remainder of the assessment and declare them due and payable in full.

**Return Check Charges.** In addition to any and all charges imposed under the declaration, articles of incorporation, and bylaws, the rules and regulations of the association, or this resolution, a \$35.00 fee shall be assessed against an owner in the event any check or other instrument attributable to or payable for the benefit of such owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds.

This returned check charge shall be a "common expense" for each owner who tenders payment by check or other instrument that is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the association shall be entitled to all additional remedies as may be provided by applicable law.

Returned check charges shall be the obligation of the owner(s) of the Lot for which payment was tendered to the association. Return check charges shall become effective on any instrument tendered to the association for payment of sums due under the declaration, articles, bylaws, rules and regulations, or this resolution after the effective date of filing of this document. If two or more of a Lot owner's checks are returned unpaid by the bank within any (fiscal) year, the association may require that all of the Lot owner's future payments, for a period of one year, be made by certified check or money order.

**Attorney's Fees on Delinquent Accounts.** As an additional expense permitted under the declaration, articles, bylaws, and statutes, the association shall be entitled to recover its reasonable attorney's fees and collection costs incurred in the collection of assessments or other charges due the association from a delinquent owner. The reasonable attorney's fees incurred by the association shall be due and payable immediately when incurred, upon demand.

**Application for Payments Made to the Association.** Payments received from an owner will be credited in accordance with the Texas State Law.

**Collection Letters.** After an assessment installment or other charge due the association becomes thirty (30) days past due, the association may, but shall not be required to, send a late notice to the Lot owner. The association may simultaneously send a copy of the notice to the mortgagee of the Lot.

If payment in full is not received within sixty (60) days, the association may, but shall not be required to, send notice to the Lot owner that it intends to refer the account to an attorney. The association may simultaneously send a copy of the notice to the mortgagee of the Lot.

**Use of Certified Mail/Regular Mail.** In the event the association shall send a collection or demand letter or notices to a delinquent owner by regular mail, the association may also send, but shall not be required to send, an additional copy of that letter or notice by certified mail.

**Liens.** The association may file a notice of lien against the property of any delinquent owner in accordance with the terms and provisions of the declaration, articles of incorporation, and bylaws. A copy of the notice of lien shall be mailed to the owner and to the mortgage lender with a request that

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the lender send a letter to the delinquent owner advising the owner of the lender's option to accelerate the mortgage debt.

**Referring Delinquent Accounts to Attorneys.** The association may, but shall not be required to, refer delinquent accounts to an attorney for collection. Upon referral to the attorney, the attorney shall take all appropriate action to collect the accounts referred.

**Notification to Owners.** The association shall cause all owners to be notified of this resolution and the late charges, returned check charge, and attorney's fees to be imposed after the effective date of those provisions of this resolution. All other policies and procedures set forth in this resolution shall be effective immediately.

**Ongoing Evaluation.** Nothing in this resolution shall require the association to take specific actions other than to notify homeowners of the adoption of these policies and procedures. The association has the option and right to continue to evaluate each delinquency on a case-by-case basis.

Adopted by affirmative vote of the Board of Directors this 16<sup>th</sup> day of June, 2016.

  
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President, Waterview Estates Owners Association, Inc.

STATE OF TEXAS                                 \$  
COUNTY OF FORT BEND                     \$

Before me, a notary public, on this day personally appeared Jacqui Tetton, President of Watervew Estates Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 16<sup>th</sup> day of June, 2016.

Kirsti Mell  
Notary Public

[SEAL]

