

This document is being recorded as a COURTESY ONLY by Roberts Markel Weinberg Butler Hailey PC, without review and without liability, expressed or implied.

RESOLUTION TO ADOPT AN
ASSESSMENT COLLECTION POLICY
FOR
NORTH BRIAR COMMUNITY ASSOCIATION, INC.

*
**

WIIEREAS North Briar Community Association, Inc. (the "Association") is a Texas Nonprofit Corporation duly organized as the *corpus juris* of the neighborhood known as Country Village in Houston, Texas

WIIEREAS the Board of Director's (the "Board") of the Association is authorized by the Association's *Restrictions* to collect Annual Assessments, Special Assessments, Specific Assessments, and other lawful charges imposed by the Association

WIIEREAS the Board desires to adopt an assessment collection policy consistent with the Association's *Restrictions* and state law

WHEREAS the Association held a duly called meeting on the 21st day of September 2020, with at least a quorum of the Board members being present and remaining throughout and being duly authorized to transact business

WHEREAS on the same 21st day of September 2020, and at the same duly called meeting annunciated herein, the board unanimously approved the assessment collection policy attached hereto

Now, therefore, the Board, through this instrument hereby *RESOLVES* that the collection policy attached hereto be adopted and implemented by the this and every henceforth Board.

Signed and resolved this 15th day of November 2020:



Wenni Guo
President

ASSESSMENT COLLECTION POLICY

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

- 1.1. **Assessment** - Collectively, the Annual Assessments, Special Assessments, Specific Assessments, and other lawful charges imposed by the Association as provided in Section 21 of the Restrictions.
- 1.2. **Restrictions** - The instrument entitled "Restrictions" recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Nos. D888693, E379081, E665610, and all amendments and supplements thereto.

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

Section 2. Due Date. Each Annual Assessment is due and payable in advance on January 1st of each calendar year. The due date for a Special Assessment will be established at the time the Special Assessment is approved. A Specific Assessment is due as provided in the Declaration.

Section 3. Interest. If an Assessment is not paid in full within thirty (30) days of the due date, the Assessment will bear interest from the due date at a rate of ten percent (10%) per annum.

Section 4. Cost Recovery. As provided in the Declaration, each Assessment, together with interest, costs and reasonable attorney fees, is secured by a continuing lien upon each Lot and is the personal obligation of the Owner. All costs of collection, expenses, and fees charged to, or paid by, the Association collecting, or attempting to collect, Assessments will be assessed against the Lot and become the personal obligation of the Owner as and when incurred. Cost of collection shall include, but not be limited to, charges imposed by the Association for sending collection notices/letters, charges imposed by the Association's management company for sending collection notices/letters, and attorney fees.

Section 5. Delinquency Date. The date an Assessment is deemed to be delinquent is the 30th day after the date the Assessment becomes due, unless otherwise provided in the Declaration.

Section 6. Notices. All notices sent to the Owner, as provided below, must set forth the amount then due.

- 6.1 **Delinquent Notice(s).** The Association may, but is not required to, send one or more delinquent notices at a time to be determined by the Board before sending the Final Delinquent Notice described below.
- 6.2 **Final Delinquent Notice.** The Association shall, prior to referring a delinquent account to a collection agent (including the Association's attorney), send to the Owner a notice that complies with Section 209.0064 of the Texas Property Code. Additionally, if an Owner's right to use the Common Area is to be suspended, the notice shall include the provisions required by

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

These are the minimum notices that shall be sent to the Owner. As a courtesy, the Board will endeavor to follow the collection notice process attached as Exhibit A.

Section 7. Payment Plan and Partial Payments. The Final Delinquent Notice will notify the Owner of the opportunity to request a payment plan in accordance with Section 209.0062 of the Texas Property Code. Owner can request a payment plan if account is not already at the Association's Attorney for collections. Owner must complete the payment plan form and return. If the Owner requests additional time than what is referenced on the payment plan form it must be done in writing on the same form with the homeowner's initials. Owner shall not be charged interest while on an active payment plan. All payment plans will be reported on monthly basis during the HOA Board Meeting by Management Company to allow for Treasurer and Board to ensure all payment plans are accurate. If a homeowner's balance is more than one year's assessment, Owners account will be forwarded to the Board for approval. The Board can request a down payment prior to payment plan in the amount deemed equitable but not greater than one year's assessment amount. Owner shall be removed from payment plan if Owner becomes delinquent and does not comply with agreed upon terms at which the Association shall resume the next step(s) of collection process which includes interest charge. Partial payments made pursuant to a payment plan agreement shall be posted in accordance with Section 209.0063 of the Texas Property Code

Section 8. Dishonored Checks. Checks dishonored by the bank (e.g., NSF checks) may (but are not required to) be re-deposited by the Association. Whether or not a dishonored check is re-deposited, a dishonored check will incur a dishonored check-processing fee in the amount of \$25.00 to offset the additional processing involved. A dishonored check notice may (but is not required to) be sent to the Owner requesting payment in full by cashier's check or money order. In the event a dishonored check notice is sent and the amount due is not paid in full within ten (10) days of the mailing of the dishonored check notice, the Association may initiate or continue collection activity. In addition to the dishonored check fee charged by the Association, any bank fee(s) or any other type of fee(s) charged to the Association because of the dishonored check will be charged against the Owner's account and the amount of the dishonored check will be reposted to the Owner's account as allowed by law. An Owner is responsible for all charges and/or fees incurred by the Association as a result of a dishonored check.

Section 9. Owner's Mailing Address. The lot subject to Assessment is the Owner's default mailing address. It is the responsibility of each Owner of a Lot in the Subdivision to provide the Owner's mailing address to the Association and to promptly notify the Association in the event the Owner's mailing address changes. In order to be effective, notice of the Owner's mailing address or a change of the Owner's mailing address must be mailed to the Association by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. It is Owner's responsibility to maintain evidence of receipt by the Association of Owner's notice of address change. The Association may, at its discretion, accept a notification of a change in an Owner's mailing address sent by regular mail. An Owner that disputes the mailing address listed in the Association's records must be able to prove the Association's acceptance of the Owner's change of address.

Section 10. Referral of Account to Association's Attorney. Upon referral of the account to the Association's attorney, the attorney is authorized to take whatever action is necessary to collect the amount due including, but not limited to, sending demand letters, negotiating payment plans, filing a lawsuit against the Owner for a money judgment and/or a judicial foreclosure, instituting an expedited foreclosure action if authorized by the Declaration and/or state law, foreclosing the Association's lien on the Lot and, in the event an Owner files bankruptcy, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

Section 11. Required Action. No provision in this Policy will be construed to require the Association to take any of the actions included herein. The Association's Board of Directors has at all times the right to evaluate each delinquency on a case-by-case basis and proceed with collection activity as it reasonably deems to be necessary and appropriate, unless otherwise prescribed by Texas law.

RP-2021-412850

**Exhibit A
Collection Notice Process**

Notice 1	Statement for Annual Assessment	Mail statement in November. This must be done prior to December 1 st in order to be 30 days prior to the due date of January 1 st .
Notice 2	Courtesy Notice included on Statement	Management company to include Courtesy Notice on Statement that assessment was due January 1. Includes statement about Payment Plan. Issued in January
Notice 3	Delinquency Account Notice included on Statement	Management company to include Delinquency Account Notice on Statement that assessment was due on January 1 st , advising that interest of 10% is now being charged to the account. Includes statement of Payment Plan and warning of further action if the account is not paid. Issued in February.
Notice 4	Final Notice included on Statement	Management company to include Final Notice on Statement that Assessment was due January 1. Includes statement of Payment Plan and warning of additional action, including suspension of amenity privileges and/or account referral to an attorney, lien service or collection agency. Issued in March.
Notice 5	Pre-Referral Statutory Notice	Management company to issue via Certified Mail this separate Pre-Referral Statutory Notice. This allows 30 days to resolve the account with either full payment or a payment plan. Issued in April.
Notice 6	Post Final Notice included on Statement	Management company to include Post Final Notice on Statement that Assessment was due January 1. Includes statement of Payment Plan and warning of additional action, including suspension of amenity privileges and/or account referral to an attorney, lien service or collection agency. Issued in May.
Board review of Accounts		Delinquent accounts with a balance equal to and/or greater than the annual assessment dues are forwarded to the attorney's office for collection after the 30-day expiration of the pre-referral statutory notice. Accounts below the set threshold and not on a payment plan are reviewed at the monthly Board meetings for the Board to determine next steps.
Notice 8	Post Referral Notice included on Statement	Management company to include Post Referral Notice on Statement that the Assessment was due January 1. Includes a statement that the account <u>has now been</u> referred to an attorney, lien service or collection agency. Issued in June.
Board review of Accounts		Board review of Attorney collection efforts.

RP-2021-412850