

ASSESSMENT COLLECTION POLICY
for
BRIDLECREEK COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Tim Fitzpatrick, Secretary of Bridlecreek Community Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors (the "Board") of the Association duly called and held on the 9th day of September, 2019, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Assessment Collection Policy was duly approved by a vote of not less than a majority of the members of the Board.

RECITALS:

1. The Amended and Restated Declaration authorizes the Association to assess and collect Assessments on all Lots in the Community.
2. The Board desires to adopt an Assessment Collection Policy consistent with the Dedicatory Instruments of the Association and state law.

WITNESSETH:

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

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

- 1.1. **Amended and Restated Declaration** - The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bridlecreek recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. RP-2017-268432, as amended and supplemented.
- 1.2. **Assessment** - Each Annual Maintenance Charge, Special Assessment, and Reserve Assessment as provided for in Article VI of the Amended and Restated Declaration.
- 1.3. **Community** - The following subdivision in Harris County, Texas:
Bridlecreek, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof, recorded under Film Code No. 679581 of the Map Records of Harris County, Texas

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- 1.4. **Dedictory Instruments** - Each document governing the establishment, maintenance, or operation of the properties within the Community, as more particularly defined in Section 202.001(1) of the Texas Property Code.

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

Section 2. Due Dates. Each Annual Maintenance Charge is due and payable in advance on January 1st of the applicable assessment year. The due date for a Special Assessment will be established at the time the Special Assessment is approved. A Reserve Assessment (which is payable on the first sale of a Lot subsequent to the completion of a Residential Dwelling thereon and each subsequent sale of the Lot) is due and payable on the date of closing on the sale of a Lot.

Section 3. Interest. If an Annual Maintenance Charge or Special Assessment is not paid and received within thirty (30) days of the due date, the Annual Maintenance Charge or Special Assessment, as applicable, will bear interest from the due date at the rate of eighteen percent (18%) per annum or the maximum, non-usurious rate allowed by law, whichever is less. If a Reserve Assessment is not paid on or before the due date, the Reserve Assessment will bear interest from the due date until paid at the rate of eighteen percent (18%) per annum or the maximum, non-usurious rate allowed by law, whichever is less.

Section 4. Late Charge. If an Annual Maintenance Charge, a Special Assessment or a Reserve Assessment becomes delinquent, a late charge in the amount of fifty and 00/100 dollars (\$50.00) will be imposed on the delinquent Assessment. Thereafter, a late charge in the amount of twenty 00/100 dollars (\$20.00) will be imposed each month that the Assessment or any portion thereof remains delinquent. Late charges are the personal obligation of the Owner and charges are secured by the Association's lien against the Owner's Lot. As provided in the Amended and Restated Declaration, late charges are in addition to, not in lieu of interest.

Section 5. Cost Recovery. As provided in the Amended and Restated Declaration, each Assessment, together with interest, late charges, costs, and 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 may be assessed against the Lot and are also the personal obligation of the Owner as and when incurred. Costs of collection include, but are not 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 6. Delinquency Date. An Annual Maintenance Charge or Special Assessment is deemed to be delinquent if not paid within thirty (30) days of the date the Assessment, as applicable, became due. A Reserve Assessment is deemed to be delinquent if not paid on the date of closing on the sale of the Lot.

Section 7. Notices. All notices sent to the Owner, as provided below, must set forth the amount then due.

- 7.1. **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.
- 7.2. **Final Delinquent Notice**. The Association must, 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 must include the notice 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.

Section 8. Payment Plan and Partial Payments. The Final Delinquent Notice will notify the Owner of the opportunity to request a payment plan per the Association's recorded Payment Plan Policy if the Owner is eligible for a payment plan per the Association's Payment Plan Policy. Partial payments made pursuant to a payment plan agreement will be posted in accordance with Section 209.0063 of the Texas Property Code. Any payment for less than the full amount due at the time payment is made will not constitute waiver or forgiveness of the remaining balance.

Section 9. Dishonored Checks. Checks dishonored by the bank (e.g., NSF checks) may (but are not required to) be re-deposited by the Association. Whether or not a dishonored check is re-deposited, a dishonored check 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 10. Owner's Mailing Address. It is the responsibility of each Owner of a Lot in the Community 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; however, an Owner that disputes the mailing address listed in the Association's records must be able to prove that the Owner sent an address change notification by providing evidence of receipt by the Association of Owner's notice of address change. Unless the Association is otherwise notified in writing, the Owner's mailing address will be deemed to be the address of the Owner's Lot in the Community or the last alternative mailing address provided to the Association by the Owner in writing. All notices to an Owner pursuant to this Policy will be mailed to the Owner at the Owner's last known mailing address. If mail to

an Owner is returned undelivered, or the Association otherwise reasonably determines that the last known mailing address of the Owner may not be valid, the Association has the right, but not the obligation, to conduct a title search or other searches for the purpose of attempting to either verify the Owner's current mailing address or obtain the Owner's current mailing address. Any costs incurred by the Association to verify an Owner's current mailing address or obtain an Owner's current mailing address will be, to the extent permissible under the Dedicatory Instruments and state law, charged to the Owner. The failure of an Owner to receive a notice(s) or to properly notify the Association of a change in an Owner's mailing address in no way waives or negates the Owner's obligation to comply with the Dedicatory Instruments. Under no circumstances will the submission of a check by an Owner to the Association which includes an address that is different than the mailing address previously provided by the Owner to the Association constitute notice of a change of the Owner's mailing address.

Section 11. 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, filing a lawsuit against the delinquent Owner for a money judgment and/or a judicial foreclosure, instituting an expedited foreclosure action if authorized by the Amended and Restated 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 12. 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, subject to requirements imposed by law.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Assessment Collection Policy was approved by not less than a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

To certify which witness my hand this the 5th day of September, 2019.

BRIDLECREEK COMMUNITY ASSOCIATION, INC.
a Texas non-profit corporation

By: _____

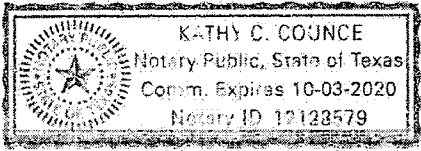
Tim Fitzpatrick, Secretary

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THE STATE OF TEXAS §
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BEFORE ME, the undersigned notary public, on this 9th day of September 2019 personally appeared Tim Fitzpatrick, Secretary of Bridlecreek Community Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Kathy C. Counce
Notary Public in and for the State of Texas



Return to:
Rick S. Butler
ROBERTS MARKEL WEINBERG BUTLER HAILEY PC
2800 Post Oak Blvd., Suite 5777
Houston, Texas 77056

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Pages 8
09/10/2019 02:24 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$40.00

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.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

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