



**ASSESSMENT COLLECTION POLICY**  
*for*  
**O.O. (OLD ORCHARD) COMMUNITY ASSOCIATION, INC.**

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

*[Signature]* Secretary of O.O. (Old Orchard) 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 23<sup>rd</sup> day of June, 2016, 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 (this "Policy") was duly approved by a majority vote of the members of the Board.

**RECITALS:**

1. The Board enforces the provisions of the Declaration applicable to the Subdivision to collect assessments and other charges payable by Owners.
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 Subdivision 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. **Assessment** - Collectively, the Annual Assessments, Special Assessments, Specific Assessments, and other lawful charges imposed by the Association as provided in Article IV of the Declaration.
- 1.2. **Declaration** - The instrument entitled "Declaration of Covenants, Conditions and Restrictions for Old Orchard" recorded in the Official Public Records of Real Property of Fort Bend County, Texas under County Clerk's File No. 2007047504, and all amendments and supplements thereto.
- 1.3. **Dedicatory Instruments** - Each document governing the establishment, maintenance, or operation of the properties within the Subdivision, as more particularly defined in Section 202.001(1) of the Texas Property Code.
- 1.4. **Subdivision** - The subdivision in Fort Bend County, Texas under the jurisdiction of the Association and commonly known as O.O. Community Association, Inc.,

as more particularly described in the Management Certificate for the Association recorded in the Official Public Records of Real Property of Fort Bend County, Texas under Clerk's File No. 2011122528.

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

**Section 2. Due Date.** Each Annual Assessment is due and payable in advance on January 1<sup>st</sup> 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 within thirty (30) days of the due date, the Assessment will bear interest from the due date at a rate of eighteen percent (18%) per annum or the maximum, non-usurious rate, whichever is less.

**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 30<sup>th</sup> 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.

**Section 7. 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. Partial payments made pursuant to a payment plan agreement are 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.** 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; 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 is deemed to be the address of the Owner's Lot in the Subdivision or the last alternative mailing address provided to the Association by the Owner in writing. All notices to an Owner pursuant to this Policy must 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 Association's 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 Association's 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 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.

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 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 Fort Bend County, Texas.

To certify which witness my hand this the 23 day of June, 2016.

O.O. COMMUNITY ASSOCIATION, INC.

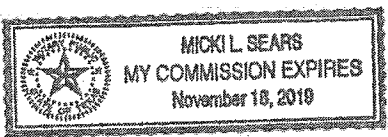
A Texas non-profit corporation

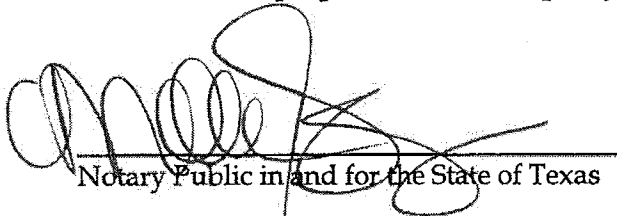
By: 

Print Name: Rosey Kurnia, Secretary

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

BEFORE ME, the undersigned notary public, on this 23<sup>rd</sup> day of June 2016 personally appeared Rodney K Warner Secretary of O.O. Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



  
Notary Public in and for the State of Texas

After recording return to:  
ROBERTS MARKEL WEINBERG BUTLER HAILEY PC  
2800 Post Oak Blvd., Suite 5777  
Houston, Texas 77056  
4652-00001