

**Rosebrook Homeowners Association, Inc.****Assessment Collection, Payment Application and  
Payment Plan Guidelines Policy**

The undersigned, being the President of Rosebrook Homeowners Association, Inc. (the "Association"), certified that the following Policy Resolution was unanimously approved by the Board of Directors of the Association at a meeting duly called and held on February 12, 2015.

WHEREAS, Article 1, Section 1.6 of the Bylaws of the Association, Inc. ("Bylaws") assigns the Board of Directors ("Board") all powers and duties necessary for the administration of the affairs of the Association and states that the Board may do all such acts and things, except those matters that the Board is prohibited from doing by law or the governing documents;

WHEREAS, Article 1, Section 1.6 of the Bylaws provides that the Board has all powers and duties necessary for the administration of the Association and for the operation and maintenance of the Property; and further the Board may do all acts and things except those that, by law or the documents, are reserved to the members;


WHEREAS, the Board wishes to establish standards for Assessment Collection, Payment Application and Payment Plan Guidelines to serve as guiding principles for members of the Association; and,

WHEREAS, the Board has determined that it is in the best interest of the Association and the Association's members to adopt the Assessment Collection, Payment Application and Payment Plan Guidelines Policy attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts, the attached Payment Application and Payment Plan Guidelines Policy (Exhibit A) as a guide to the relationship between the Association and its members.

Executed on this 12th day of February, 2015 to certify the adoption of this Policy Resolution on the date of the meeting of the Board of Directors of the Association set forth above.

Rosebrook Homeowners Association, Inc. Board of Directors

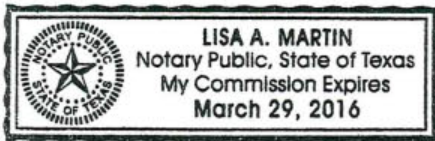
  
By: Brent Conaway, President

THE STATE OF TEXAS

COUNTY OF SMITH

BEFORE ME, the undersigned notary public, on this day personally appeared Brent Conaway, President of Rosebrook Homeowners, Association, Inc., known to be 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.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 13<sup>th</sup> day of February, 2015, to certify which witness my hand and official seal.



*Lisa A. Martin*  
Notary Public – State of Texas

## Exhibit A

### SUMMARY OF ASSESSMENT COLLECTION PAYMENT APPLICATION AND PAYMENT PLAN GUIDELINE POLICY

1. Due Date – Assessments are payable bi-annually, due on the last working day of January and last working day of July.
2. Delinquency Date – Assessments are delinquent if not received by the Association on or before the first working day of February and the first working day of August.
3. Late Fee – Any assessment not paid by the due date shall accrue an automatic late fee of fifteen dollars (\$15) per month. Any charges, including attorney fees, incurred at any time for the collection of past due assessments will be added to the amount due.
4. Late Notice/Statement – The Association will send a Late Notice/Statement to the Owner stating any amounts outstanding. The address and telephone number of a person who may be contacted regarding payment will also be stated in the Late Notice/Statement.
5. Formal Demand Letter – 30 day notice – The Association will send a notice to the Owner by first-class mail stating the Owner has 30 days to question the validity of the debt or pay balance in full. Notice will also outline future proceedings if the account remains delinquent. All fees during this collection process shall become the responsibility of the Owner.
6. Final Warning Letter –30 day notice – The Association will send a final warning notice to the Owner by first-class mail 30 days before referring delinquent account to the attorney or collection agency. All fees during this collection process shall become the responsibility of the Owner.
7. Attorney Demand Letter – The account will be referred to an attorney for collection and legal fees incurred will be added to the delinquent account. This letter will include the amounts currently due.
8. Legal Action – The Association’s legal counsel will file a Notice of Lien. The attorney’s fees for this service will be added to the delinquent account. The lien will be updated as necessary upon the advice of counsel. To secure payment of any assessment the Association reserves the right to secure a lien on individual lots.
9. Foreclosures – Continued delinquencies will be reviewed by the Board of Directors to determine when foreclosure should be considered as an option.
10. Collection Agency – No sooner than sixty (60) days beyond the due date, the Board **may** send all continued delinquencies to a collection agency. All fees will be added to the account and shall become the responsibility of the owner.
11. Payment Application – All payments received from or on behalf of owners will be applied in the following manner:
  - a. Delinquent assessments;
  - b. current assessments;
  - c. attorney fees or third party collection costs incurred by the HOA associated with assessments and any other charge that could provide the basis for foreclosure;
  - d. other attorney fees;
  - e. fines (if applicable);
  - f. other amounts

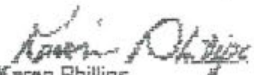


12. Payment Plans – Request for payment plans will be accepted. The Association will offer a payment plan for a minimum of three (3) months and may (at the Board of Directors discretion) allow payment plans up to a maximum of eighteen (18) months. The amount of each payment due will be based the balance owed on the account.
13. The Association will charge an administration fee of five dollars (\$5.00) per month for all payment plans.
14. While on a payment plan, payments are due on the 1<sup>st</sup> day of each month and late on the 5<sup>th</sup> day of that month. If one payment is late or missed, the owner will be in default and the plan will be considered null and void.
15. The Association will not offer a payment plan if an owner has defaulted on a payment plan in the last two (2) years.
16. Partial Payments – The Association will accept partial payment, at which time the owner will be on a payment plan.
17. Restrictive Endorsements – This policy shall supersede any written or verbal instruction or direction received from an owner as to the application of payments and payment plan made to the Association.
18. This Policy is intended to comply with the requirements of the Texas Property Code.

Filed for Record in  
Smith County, Texas  
2/27/2015 1:48:18 PM  
Fee: \$38.00  
20150100008931

BY LAWS  
Deputy -Crystal Hahn

I hereby certify that this  
instrument was filed and duly  
recorded in the Official Public  
Records of Smith County, Texas

  
Karen Phillips  
County Clerk

