

COLLECTIONS POLICY
Westminster Glen Estates Homeowners Association, Inc.
December 2014

This collections policy is adopted by the Association's Board of Directors pursuant to Texas Property Code § 209:

1. **Due Date:** **Assessments are due on the first day of August.** Non-receipt of a statement or invoice is not a defense to payment of assessments or other charges. An owner who does not receive a statement/invoice is responsible for contacting the Association to advise of non-receipt and confirm that the Association has the owner's current contact information. Special consideration may be given to new owners who have not received an invoice since becoming a member of Westminster Glen HOA via real estate closing transaction.
2. **Late Fee:** If payment is not received by the **first day of September**, the assessment shall be deemed delinquent, and will incur a late fee. **Late fees in the amount of \$10 per month will be imposed on the uncollected assessment balance until the entire amount is paid** (including payments that have been dishonored or reversed). Late fees help defray the additional administrative time required for collection of unpaid assessments.
3. **Authorization to Proceed:** The collection process has multiple steps:
 - a. Notice of delinquency and offer of payment plan;
 - b. Demand letter by attorney or collection agent;
 - c. Notice of lien claim recorded in property records;
 - d. Collection lawsuit;
 - e. Foreclosure.

The managing agent is pre-authorized by the HOA Board to initiate all steps without prior consultation with the Board, except for filing suit and foreclosure. **Litigation and foreclosure must be authorized by the Board at a meeting for which the published agenda gives fair notice that assessment delinquencies will be discussed.** To safeguard owners' privacy rights, no identifying information about the accounts will be published in the agenda or discussed in open meeting where persons other than the Directors and managing agent are in attendance.

4. **Payment Plan Offer:** When (a) an account is delinquent by at least **12 months** or (b) the amount owed exceeds **\$600**, the Association will send a payment plan offer to the owner (provided the owner has not defaulted on a payment plan in the preceding two years). Among the factors that will be considered in setting payment plan terms are: length of delinquency, amount due, owners' payment history, reason for non-payment, owner performance on previous payment plans, and violation history (to the extent it reflects owner's willingness to abide by Association rules and standards), as well as any other relevant circumstance. The Association shall have discretion to tailor the payment plan to an owner's personal circumstances, and thus payment plan terms may not be identical for all owners. **The Board of Directors authorizes the managing agent and the Association's attorney (who each may act without the joinder of the other) to set payment plan terms for an owner.** Additional provisions relating to payment plans are set forth in the Association's Payment Plan Guidelines, which is incorporated by reference in this Collection Policy. This payment plan option conforms to **Title 11, Chapter 209.0062 of the Texas Residential Property Owners Protection Act**, Added by Acts 2001, 77th Leg., ch. 926, Sec. 1, eff. Jan. 1, 2002.

5. Referral to Collection Agent: **If the Association and owner do not agree on a payment plan within 30 days of the offer, or if the owner defaults under an agreed payment plan, the account shall be referred to an attorney or agency for collection.** The timing of the referral shall be at the discretion of the Association acting through either the Board of Directors or the managing agent.
6. Payment Arrangements; The Association is required to offer a payment plan only once: before referring the account to an attorney or collection agent. The Association may offer payment plans later in the collection process, but that decision is completely discretionary and optional. If an owner does not accept or defaults on the initial payment plan offer, the Association does not have to offer the same payment terms at a later time. **As a general rule, the older and larger an account becomes, the stricter the payment plan terms will be.**
7. Owner Rights During Delinquency: The delinquency shall not affect the owner's right to vote or serve on the Board of Directors.
8. Collection costs: The Association will initially pay for all collection costs and attorneys fees, but will bill the same to a delinquent owner's account. **The owner must promptly reimburse to the Association all legally allowable collection costs and attorney's fees.**
9. NSF Fees: **A fee of up to \$50 will be levied for each returned check or rejected payment.** In the event an owner delivers two or more checks within a 6 month period that are dishonored, the Association reserves the right to require that future payments be made by money order, cashier's check, or other certified funds.
10. Application of Payments: If an owner is in default under a payment plan or does not enter into a payment plan within 30 days of the Association's offering a payment plan, any payments thereafter made will be credited as follows:
 - a. maintenance/repair costs incurred by the Association (such as mowing charges)
 - b. collection costs, including attorney's fees and manager's charges
 - c. administrative fees for non-assessment related violations
 - d. late fees
 - e. delinquent assessments
 - f. current assessments
 - g. fines
11. Partial or Conditional Payments: The Association will return to the owner all partial payments that are (a) delivered with a notation "payment in full" or comparable stipulation or (b) backdated to make it appear that a late payment was tendered on time.
12. Exceptions; The Association may make exceptions to this Collections Policy for good cause or in the interest of fairness or economy. Each exception is made on its own merits, and the Board is not required to make the same exception for every owner.