

Official Public Records

*Nancy E. Rister*

Nancy E. Rister, County Clerk

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Williamson County Texas

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**AMENDMENT OF RULES AND REGULATIONS  
OF  
OWNERS ASSOCIATION OF BRADFORD PARK, INC.**

**Document reference.** Reference is hereby made to that certain instrument entitled Declaration of Protective Covenants Bradford Park, Section One Owners Association of Bradford Park, Inc., filed as Document No. 1997005606 in the Official Records of Williamson County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is further made to the Bylaws of Owners Association of Bradford Park, Inc., filed as Document No. 1997037879 in the Official Records of Williamson County, Texas (together with all amendments and supplemental documents thereto, the "**Bylaws**").

Reference is further made to the Collection Policy, filed as Document No. 2012034915 in the Official Public Records of Williamson County, Texas (together with any amendments or supplements, the "**Collection Policy Rules**" - REPEALED by this filing).

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Owners Association of Bradford Park, Inc. (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Article VII Section 1(a) of the Bylaws, and has previously adopted the Rules; and

WHEREAS the Board has voted to repeal the Collection Policy Rules and to adopt the Rules attached as Exhibit "A";

THEREFORE the Collection Policy Rules have been REPEALED, and the Rules attached as Exhibit "A" have been, and by these presents are, ADOPTED and APPROVED.

**OWNERS ASSOCIATION OF BRADFORD PARK, INC.**

Acting by and through its Board of Directors

Signature: *J. B. Davitt*

Printed Name: J. B. Davitt

Title: President

Exhibit "A": Assessment Collection and Enforcement Policy

Acknowledgement

STATE OF TEXAS §

COUNTY OF Texas §

This instrument was executed before me on the 5<sup>th</sup> day of March, 2013, by John B. Davitt in the capacity stated above.



Phyllis M. Starr  
Notary Public, State of Texas

EXHIBIT "A"

ASSESSMENT COLLECTION AND ENFORCEMENT POLICY

**Summary of Collection Process**

1. Assessments due within 15 days of the date the statement is mailed or otherwise delivered
2. Interest at 10% charged as of date of delinquency
3. Late fees assessed in an amount determined by the board
4. Courtesy notice sent via email or mail, giving 30 days to pay
5. Certified mail notice sent providing final warning/notice as required by statute
6. Account turned over to attorney for formal collection action

*The Board may vary from this policy on a case by case basis, including shortening or lengthening time periods for payment or eliminating or providing additional courtesy notices, provided that all statutory notice requirements are met.*

**Summary of (Non-Monetary Violation) Enforcement Process**

1. Courtesy letter
2. Certified mail notice letter (statutory notice letter)
3. Damage assessments as appropriate, fines levied as appropriate per fining schedule

*The Board may vary from this policy on a case by case basis, including increasing or decreasing fines, sending additional, or omitting, courtesy notices, and other such variations, provided that all statutory notice requirements are met.*

**Assessment Collection and Enforcement Policy:**

1. Purpose. The Board desires to adopt a standardized Assessment Collection and Enforcement Policy to set forth its determinations on such issues.
2. Scope. This policy applies to all "Members" of the Association, said Members having a contractual obligation to pay assessments and other charges to the Association under the governing documents of the Association.
3. The Policy.
  - a. Introduction. The Association's primary source of income is Member-paid Assessments, and without such income the Association cannot provide and maintain the facilities and services that are critical to the quality of life of Association residents and the protection of property values. The Association has experienced, and expects to continue to experience, situations in which Members are delinquent in their obligation to pay Assessments or Members are otherwise in violation of the governing documents. Therefore the Board has adopted, and by these presents does hereby adopt, the Assessment Collection and Enforcement Policy set forth below.

Per the Declaration the Association may collect, and has a lien for all amounts due, including assessments, fees, interests, costs, and attorney's fees. The Association

further has a lien for all costs of self-help remedies. (Declaration Article 18 ¶¶ 6, 13-14; Bylaws Article XI)

- b. Due Dates. All Assessments and other amounts due are due within 15 days of the date the statement has been mailed or otherwise delivered to the Member. (Declaration Article 18, ¶3)
- c. NSF Fees. Checks, ACH payments, or other type of payment returned for insufficient funds, dishonored automatic bank drafts, or other similar item will result in the assessment of a fee determined by the Board from time to time, in the minimum amount of \$30. Late fees shall also be assessed as appropriate.
4. Delinquency/Collection. Any Assessment or other amount due not paid within 30 days of its due date shall be deemed Delinquent. Delinquencies shall be handled as follows:
  - a. Interest, Late Fees, Collection Costs. Delinquencies may be charged interest on the sum owing at the rate of 10% per annum, until paid in full. In addition to interest, late fees will be assessed in accordance with the Collection Policy. The owner is responsible for all costs of collection including attorney's fees.
  - b. Courtesy Notice of Delinquency. Once an Assessment or other amount due becomes Delinquent, the Association, acting through its Board, managing agent, or some other Board designee, will email or mail a written notice to the related Member reminding him or her of the amount owed and requiring that it be paid immediately – no later than 30 days after the date of the letter.
  - c. Final Letter After Courtesy Notice. If payment in full or other mutually-satisfactory payment arrangements are not made promptly in response to the courtesy notice, the Association, acting through its managing agent, shall send notice via certified mail, return receipt requested and otherwise complying with the requirements of Texas Property Code §209.0064 (including giving the owner a final 30 days to cure the delinquency prior to the account being turned over to an attorney).
  - d. Formal Collection Action. After the expiration of the 30-day cure period provided by law (§209.0064, Texas Property Code), the account shall be turned over to the Association's attorney to initiate formal collection action. Unless otherwise determined by the Board, all attorney collection action is pre-authorized, including but not limited to sending a 30-day demand letter, filing of a Notice of Lien or similar instrument in the Official Public Records, and initiating and carrying out a foreclosure of the Association's lien against the Lot, all in accordance with state-law notice and procedural requirements.

The Board of Directors of the Association is charged with the duty of overseeing the administration of the Association, including but not limited to the collection of assessments and other charges from the members. The timely collection of assessments is critical to ensuring that the Association can remain fully-funded and capable of fulfilling its duties to the members, and as such the Board desires that delinquent assessments be collected with a minimum of delay. This standardized collection policy is in the best interest of ensuring that collection procedures are applied consistently.

e. Authority to Vary from Policy. In handling Delinquent amounts due, the Board of Directors retains the authority to vary from this Assessment Collection Policy as may be appropriate given the particular facts and circumstance involved, so long as the related action is in compliance with the Declaration and State law. Variances from policy may include adding additional courtesy letters, or omitting a courtesy letter, provided that at minimum all notice requirements of state law are met.

f. Managing agent authorization. If Association has engaged the services of a management company for the Association, to perform day-to-day administrative tasks on behalf of the Association, the management company is granted authority to carry out this policy including to communicate with legal counsel retained by the Association and to authorize collection work by such legal counsel on behalf of the Association, without further vote or action of the Board. This authority notwithstanding, the management company representative shall communicate with the Board and/or certain designated officers on a routine basis with regard to collection actions, and the Board reserves the right to establish further policies with regard to collection efforts generally and to make decisions about particular collection actions on a case-by-case basis if and when it deems appropriate.

5. Non-monetary violations.

Owners are responsible for any damages or violations caused by the Owner, or the Owner's residents, tenants, guests or invitees.

a. Fines, property damage assessments, and use right suspension. Prior to levying a property damage assessment against an owner, fining an owner, or suspending the owner's usage rights to the common area due to a violation, the Association shall comply with the notice requirements of Ch. 209, Texas Property Code.

Unless otherwise instructed by the board, the management company shall, upon becoming aware of an above-described violation(s) of the deed restrictions, send first a courtesy warning letter requesting compliance. If compliance is not achieved in response to a courtesy letter, the management company shall send a letter certified mail, return receipt giving notice of the violation(s) in accordance with Ch. 209, Texas Property Code.

The Board may deviate from this standard procedure, including instructing the managing agent to omit or add courtesy warning(s), in its sole discretion.

b. Damage assessment; enforcement costs. The Association may assess the Owner's account for any damages caused by the Owner, or the Owner's residents, tenants, guests or invitees. The owner may be held responsible for all enforcement costs, including attorney's fees.

c. Fines. If the violation is not cured by the deadline given in the certified mail notice described in subsection (a), a fine shall automatically levy in the amount of \$25 unless otherwise determined by the Board (for example, the Board may vary from this fine schedule case by case, or the Board may adopt an alternate fine schedule by resolution). Fines may be issued on a one-time basis or in the event of an ongoing violation, may be issued daily for each day of the violation.

Subsequent fines shall issue in increasing \$25 increments for each additional violation notice given when the violation remains. For example, absent Board approval otherwise:

- i. First notice: courtesy warning
- ii. Second notice: certified mail letter (per Property Code Ch. 209)
- iii. Third notice: \$25 fine (daily or one-time)
- iv. Fourth notice: \$50 fine (daily or one-time)
- v. Fifth notice: \$75 fine (daily or one-time)
- vi. Sixth notice: \$100 fine (daily or one-time)
- vii. Subsequent notices: \$100 fine (daily or one-time)

Each day of the violation may be considered a separate violation. The Board may deviate from this standard fining procedure, including electing to levy a lesser or greater fine, at any time, or omitting or adding one or more courtesy notices, in its sole discretion, provided that at minimum all state law requirements are met.

- d. Hearings. If a Member requests a hearing by the deadline outlined in the certified mail (Chapter "209") violation letter, the hearing shall be held in accordance with state law. The Board shall inform the owner of the time, date, and place of the hearing at least 10 days prior to the scheduled hearing date. The Board may impose rules of conduct and limit the amount of time allotted to a Member to present his or her information to the Board at any such hearing. The Board may either make its decision at the hearing, or take any matter discussed at the hearing under advisement and communicate its decision at a later date.

d. Force mows and other self-help enforcement action. Notwithstanding other language herein, the management company, Association attorney, or other authorized agent of the Association is granted authority to carry out force mow or self-help remedies on behalf of the Association, after 10 days notice pursuant to Declaration Article 17, and pursuant to Declaration Article 17, the association may collect all associated expenses in the same manner as assessments are collected.

e. Authority of agents. The management company, Association attorney, or other authorized agent of the Association is granted authority to carry out these standard enforcement procedures absent express direction otherwise from the Board, without further vote or action of the Board. This authority notwithstanding, the management company or Association attorney shall communicate with the Board and/or certain designated officers or agents on a routine basis with regard to enforcement actions, and the Board reserves the right to establish further policies with regard to enforcement efforts generally and to make decisions about particular enforcement actions on a case-by-case basis if and when it deems appropriate.

**After recording, please return to:**  
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