

WESTLAKE ENTRADA OWNER'S ASSOCIATION

COMMERCIAL ASSESSMENT COLLECTION POLICY

WHEREAS, the Westlake Entrada Owner's Association (the "Association") has authority pursuant to Article 6 of the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements for Westlake Entrada (the "Declaration") to levy assessments against each Owner of a parcel or individual interest within Westlake Entrada (hereinafter "Parcel Owner"), a planned community located in Tarrant County, Texas (the "Property"); and

WHEREAS, in order to facilitate the timely collection of assessments and other amounts owed by Parcel Owners, and in order to comply with the Declaration and the laws of the State of Texas regarding the collection of unpaid amounts, the Board desires to establish certain procedures for the collection of assessments that remain unpaid beyond the prescribed due dates.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the collection of assessments owing and to become owing by Parcel Owners in the Property and the same are to be known as the "Commercial Assessment Collection Policy" ("Policy") for the Association:

1. Generally. The steps and procedures contained in this Policy serve as a general outline of the Association's collection process. The Association is not bound to follow these exact procedures in every collection matter except as required by the Declaration and the laws that govern collection of assessments. The procedures below are not intended to constitute a prerequisite or condition precedent to the Association's legal ability to collect unpaid assessments and other amounts except as required by the Declaration or law.

2. Due Dates. Pursuant to Article 6 of the Declaration, the Annual Assessment shall be paid, in advance, on the first day of each month unless the Board determines a different schedule (the "Due Date"). The due date and delinquency date for a Special Assessment authorized per the Declaration shall be determined by the Board of Directors. Any portion of the Annual Assessment which is not paid in full by the end of the month in which it became due shall be considered delinquent (the "Delinquency Date") and shall be assessed late fees and interest as provided below.

3. Written Notice of Delinquency. Subsequent to a Parcel Owner becoming delinquent, and prior to referring the account to the Association's legal counsel for collection, the Association will send written notice of the delinquency to the Parcel Owner via certified mail (the "Delinquency Notice"). The Delinquency Notice shall: (i) detail each delinquent amount and the total amount owed; (ii) describe the options the Parcel Owner has to avoid having the account referred to the Association's legal counsel, including the availability of a payment plan, and (iii) provide the Parcel Owner a period of at least thirty (30) days to cure the delinquency before further collection action is taken.

4. Payment Plans. The Association has adopted reasonable guidelines to establish an alternate payment schedule by which a Parcel Owner may make partial payments for delinquent amounts owed to the Association in certain circumstances. The Board has adopted and recorded

a policy which governs payment plans and the Association will follow the policies and procedures contained therein.

5. Interest. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, interest on unpaid assessments at the rate of eighteen percent (18%) per annum from the Due Date until paid may be charged to the Parcel Owner's account. Such interest, as and when it is charged hereunder, is secured by the Assessment Lien described in Article 6 of the Declaration and will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive interest; provided, however, that the waiver of interest shall not constitute a waiver of the Board's right to collect any interest or any other charges in the future.

6. Late Charges. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, late charges in the amount of \$50.00 shall be assessed against the Parcel Owner's account for each month or any portion thereof that any Assessment remains unpaid. Such late charge, as and when levied, is secured by the Assessment Lien described in Article 6 of the Declaration and will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of any late charge; provided, however, that the waiver of any late charge shall not constitute a waiver of the Board's right to collect any or late charges or any other charges in the future.

7. Collection Fees. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, collection fees in an amount up to \$40.00 shall be assessed against the Parcel Owner's account for each month or portion thereof that any Assessment remains unpaid. Collection fees are charges by the managing agent for the collection of delinquent accounts and may not be waived by the Board without the consent of the managing agent. Such collection fee, as and when levied, is secured by the Assessment Lien described in Article 6 of the Declaration and will be subject to recovery in the manner provided herein for assessments.

8. Handling Charges and Return Check Fees. In order to recoup for the Association the costs incurred because of the additional administrative expenses association with collecting delinquent assessments, collection of the following fees and charges are part of this Policy:

a. Any handling charges, administrative fees, collection costs, postage or other expenses incurred by the Association in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Parcel Owner.

b. A charge of \$40.00 per item will become due and payable for any check tendered to the Association which is dishonored by the drawee of such check, the charge being in addition to any other fee or charge which the Association is entitled to recover from a Parcel Owner in connection with collection of assessments owing with respect to such Parcel Owner's Lot.

c. Any fee or charge becoming due and payable pursuant to this Policy will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.

9. Collection Agencies. In the event an account has not been paid in full following thirty (30) days from the date Delinquency Notice was mailed to the Parcel Owner, the Association's agent may refer the account to a collection agency for collection, including reporting delinquent account to any credit bureau or other agency providing credit histories to authorized entities. All costs incurred by the Association for using the services of a collection agency or administering the referral and handling of the account to a collection agency, are deemed costs of collection of the Association. Such costs of collection, when incurred by the Association and added to a Parcel Owner's account, are secured by the Assessment Lien described in Article 6 of the Declaration and will be subject to recovery in the manner provided herein for assessments.

10. Application of Funds Received. All monies received by the Association will be applied to the Parcel Owner's delinquency in the following order of priority:

- a. First, to any fines assessed by the Association;
- b. Next, to any attorney's fees incurred by the Association that are not subject to Subsection 10 (c) below;
- c. Next, to any attorney's fees or third-party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- d. Next, to any delinquent assessment;
- e. Second, to any current assessment;
- f. Last, to any other amount owed to the Association.

If the Parcel Owner is in default under a payment plan entered into with the Association at the time the Association receives a payment from the Parcel Owner, the Association is not required to apply the payment in the order of priority specified herein, except that a fine assessed by the Association may be given priority over any other amount owed to the Association.

11. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Parcel Owner or a Lot for which assessments are due and will be sent to the most recent address of such Parcel Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the Parcel Owner and address for a given Lot, will be valid and effective for all purposes pursuant to the Declaration and this Policy until such time as there is actual receipt by the Association of written notification

from the Parcel Owner of any change in the identity or status of such Parcel Owner or its address or both.

12. Notification of Parcel Owner's Representative. Where the interests of a Parcel Owner in a Lot have been handled by a representative or agent of such Parcel Owner or where a Parcel Owner has otherwise acted so as to put the Association on notice that its interest in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such Representative or agent.

13. Remedies and Legal Actions. If a Parcel Owner fails to cure the delinquency within the thirty (30) day period stated in the Delinquency Notice (as provided for above), the Association may, at its discretion and when it chooses, refer the delinquency to legal counsel for the Association. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the Owner's assessment obligation and may be collected as such as provided herein.

Upon direction of the Board or the Association's agent, legal counsel for the Association may pursue any and all available legal remedies with regard to the delinquencies referred to it, including, but not limited to, the following:

a. Notice Letter. As the initial correspondence to a delinquent Parcel Owner, counsel will send a notice letter (the "Notice Letter") to the Parcel Owner advising the Parcel Owner of the Association's claim for all outstanding assessments and related charges, adding to the charges the attorney's fees and costs incurred for counsel's services.

b. Notice of Lien. If an Parcel Owner fails to cure the delinquency indicated in the Notice Letter, upon being requested to do so by the Board and/or Management, counsel may prepare and record in the Official Public Records of Tarrant County, Texas, a written notice of assessment lien (referred to as the "Notice of Lien") against the Lot. A copy of the Notice of Lien will be sent to the Parcel Owner, together with an additional demand for payment in full of all amounts then outstanding.

c. Foreclosure. In the event that the Parcel Owner fails to cure the delinquency, the Board may direct legal counsel to pursue foreclosure of the lien. In any foreclosure proceedings, the Parcel Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. Pursuant to the Association's governing documents, specifically Section 6.13.6, the Association may enforce a lien and the Parcel or Condominium with respect to which a Notice of Delinquent Assessment has been recorded to be sold either in the same manner as a sale is conducted under judicial or nonjudicial foreclosure in Texas. The Association may file suit for judicial foreclosure ("Judicial Foreclosure") of the assessment lien, which suit may also seek a personal money judgment. Upon receipt from the Court of an order foreclosing the Association's assessment lien against the Lot, the sheriff or constable may post the Lot for sheriff's sale. The Association shall have the power to bid on the Parcel Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association may institute, a personal judgment suit against the former Parcel Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

d. Lienholder Notification. In pursuing Expedited Foreclosure or Judicial Foreclosure, the Association shall provide the 61-day notice letter to inferior lienholders.

e. Lawsuit for Money Judgment. The Association may file suit for a money judgment in any court of competent jurisdiction.

f. Bankruptcy. Upon notification of a petition in bankruptcy, the Association may refer the account to legal counsel.

g. Remedies Not Exclusive. All rights and remedies provided in this Policy and herein above are cumulative and not exclusive of any other rights or remedies that may be available to the Association, whether provided by law, equity, the Association's governing documents or otherwise.

14. Compromise. In order to expedite the resolution of a delinquent account, the Board may, at any time, compromise or waive the payment of interest, late charges, handling charges, collection costs other than collection fees, unless approved by the managing agent, legal fees or any other application charge.

15. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Policy conflicts with the Declaration, the Declaration controls.

IT IS FURTHER RESOLVED, that this Policy replaces and supersedes in all respects any prior policy with respect to the collection of assessments filed by or on behalf of the Association, is effective upon its filing with the Office of the County Clerk for Tarrant County, Texas, and shall remain in full force and effect until revoked, modified or amended by the Board of Directors.

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This is to certify that the foregoing Policy was adopted by the Board of Directors on this 31st day of MARCH, 2020, and shall remain in full force and effect until modified, rescinded or revoked by the Board of Directors.

**WESTLAKE ENTRADA OWNER'S
ASSOCIATION**


President