

**Assessment Collection Schedule for Ridgestone Unit-9 Homeowners Association, Inc.**

**WHEREAS**, the property encumbered by the Assessment Collection Schedule is the property restricted by the Declaration of Covenants, Conditions and Restrictions for Ridgestone Unit-9 executed on June 24, 1986, recorded in Volume 3729 page 1-15, Official Public Records of Real Property of Bexar County, Texas, as amended (hereinafter called the "Declaration"), as same may be amended from time to time, and any other property which has been or may be annexed thereto and made subject to the authority of Ridgestone Unit-9 Homeowners Association, Inc. (the "Association");

**WHEREAS**, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified herein;

**WHEREAS**, pursuant to Chapter 209 of the Texas Property Code, the Board of Directors (the "Board") of the Association hereby adopts the (1) Assessment Collection Schedule and Collection Policy and (2) Payment Guidelines for the purposes of establishing a uniform and systematic procedure to collect assessments and other charges of the Association and identify the policy and guidelines under which Owners may request an alternative payment schedules for certain assessments, and

**WHEREAS**, the Board has established that it is in the best interest of the Association to establish these Policies and Guidelines.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Association does hereby adopt the following:

**ASSESSMENT COLLECTION SCHEDULE**

<b>Collection Action</b>	<b>HOA INTEREST CHARGE</b>	<b>HOA LATE FEE</b>
<b>1<sup>st</sup>. Notice-Courtesy Notice sent by First Class Mail- (\$3.75) to be charged to homeowner for each First Class Mail in addition to the interest charge, and late fee.</b>	<b>10% Per Annum</b>	<b>\$5.00</b>
<b>2nd Notice- demand for payment (sent by certified mail)-Return Receipt Requested. (\$10.00) to be charged to homeowner for each certified mailing in addition to the interest charge and late fee.</b>	<b>10% Per Annum</b>	<b>\$5.00</b>
<b>3rd Notice- demand for payment (sent by certified mail)-Return Receipt Requested. (\$10.00) to be charged to homeowner for each certified mailing in addition to the interest fee and late fee.</b>	<b>10% Per Annum</b>	<b>\$5.00</b>
<b>4th Notice-FINAL NOTICE of demand for payment (sent by certified mail)-Return Receipt Requested. (\$10.00) to be charged to homeowner for each certified mailing in addition to the interest fee and late fee.</b>	<b>10% Per Annum</b>	<b>\$5.00</b>
<b>5th Notice-Notice to Homeowner that account has been sent to the attorney. (sent by certified mail)-Return Receipt Requested. (\$10.00) to be charged to homeowner for each certified mailing in addition to the interest fee and late fee.</b>	<b>10% Per Annum</b>	<b>\$5.00</b>



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### (1) ASSESSMENT COLLECTION SCHEDULE & COLLECTION POLICY

#### ASSESSMENT PERIOD:

The Board had the duty of establishing and adopting an annual budget, in advance, for each fiscal year of the Association covering the estimated costs of operation of the Association during each calendar year.

#### 1. NOTICE:

In December of each year, the Board shall fix the amount of the annual assessment against each Lot for the following year and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Upon completion of the roster, written notice of the assessment shall be sent to every Owner subject to the assessment. An Owner shall not escape liability or be entitled to a deferral of interest, or collection costs with regard to delinquent assessments on the basis of such Owner's failure to receive notice, if such notice was sent via regular mail to the most recent address of the Owner according to the records of Association. Each Owner shall have the obligation to notify the Association in writing of any change in address, which shall become effective five days after written notice has been received. Homeowners who have signed an Email Registration - and who have consented to receive notices in such manner - will receive their notice via email and each owner shall have the obligation to notify the Association of any changes in the email address. Such notice will be considered delivered in the same manner as if it was delivered in writing, and the same provisions regarding liability for failure to pay assessments shall apply.

#### 2. INTEREST & REASONABLE COSTS:

- a. **INTEREST:** Any Assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of ten (10%) per annum and payable to the Association.
- b. **Monthly Late Fee:** A \$5.00 per month Late Fee will be charged by the Association to each account and payable to the Association.
- c. **REASONABLE COSTS:** The Annual and Special Assessments, together with interest accruing thereon and reasonable collection fees and attorney's fees attributable to collecting same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment is made.
- d. **Delinquent & Demand Past Due Assessment Notice(s):** Notices mailed by (First Class Mail) will be charged a fee of \$3.75 and this will be charged to Homeowners account.
- e. **Delinquent & Demand Past Due Assessment Notice(s):** Notices mailed by (Certified Mailing-Return Receipt Requested) will be charged a fee of \$10.00 and this will be charged to Homeowners account.
- f. **Payment Plan Fee:** In the event an Owner chooses to enter a Payment Plan, a charge of \$5.00 per month will be added to each delinquent Owner's account balance for administrative costs related to the Payment Plan and such additional administrative costs will continue until the entire balance is paid in full and shall be payable to the Association.
- g. **PAYMENTS RETURNED NON-SUFFICIENT FUNDS:** An Owner will be assessed a service charge for any check that is returned or Automatic Clearing House (ACH) debit

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that is not paid for any reason, including but not limited to Non-Sufficient Funds (NSF) or stop payment order. The amount of the service charge will be \$25.00.

### **3. DELINQUENCY NOTIFICATIONS:**

The Association may cause to be sent the following notification(s) to the delinquent Owners:

- 1) **Annual Billing Statement:** A billing statement will be sent to each homeowner on the roster before the assessment due date of January 1, of each year.
- 2) **1st Notice-(Courtesy Notice):** In the event that any Assessment Payment balance remains unpaid thirty (30) days from the due date, a Courtesy Notice may be sent via First Class Mail (\$3.75 fee) to each Owner with a delinquent account
- 3) **2nd Notice-(Past Due Notice):** In the event that any Assessment Payment balance remains unpaid thirty (60) days from the due date, a Past Due Notice may be sent via Certified Mail (\$10.00 fee) to each Owner with a delinquent account setting forth all Assessments, interest and other amounts due. The Past Due Notice will contain a statement that the entire remaining unpaid balance of the Assessment is due and that the owner is entitled to a Payment Plan as set forth In Section 2 (Payment Plan Guidelines) if they are so entitled.
- 4) **3rd Notice-(Past Due Notice):** In the event that any Assessment Payment balance remains unpaid ninety (90) days from the due date, A statement will be sent via Certified Mail (\$10.00 fee) to each Owner with a delinquent account setting forth all Assessments, interest and other amounts due. The 3<sup>rd</sup> Past Due Notice will contain a statement that the entire remaining unpaid balance of the Assessment is due and that the owner is entitled to a Payment Plan as set forth In Section 2 (Payment Plan Guidelines) if they are so entitled.
- 5) **4th Notice-(FINAL PAST DUE NOTICE-via Certified Mail-Return Receipt Requested):** In the event that any Assessment Payment balance remains unpaid one-hundred twenty (120) days from the due date, a statement will be sent via Certified Mail-Return Receipt Requested (\$10.00) to each delinquent Owner. The Final Notice will set forth the following information and results of failure to pay, including an explanation of:
  1. **AMOUNTS DUE:** All delinquent Assessments, interest and other amounts due.
  2. **COMMON AREA RIGHTS SUSPENSION:** If the Owner fails to pay by the deadline stated in the Final Notice, then the Owner's use of recreational common properties and recreational facilities may be suspended and Owner's gate access cards may be made inactive.
- 6) **5th Notice-(NOTICE OF TURNOVER TO COLLECTION AGENT/ATTORNEY):** If all delinquent amounts are not paid within ten (10) days from receipt of the Final Notice, the account may be sent to a collection agent and/or the Association's attorney for collection and collection fees and expenses will be charged. An Owner may not be charged fees of a collection agent (as same is defined in Property Code Section 209-0064) unless the Association first provides written notice to the Owner by certified mail, return receipt requested, (\$10.00) to owner's account that:

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1. Specifies each delinquent amount and the total amount of the payment required to make the account current.

**4. REFERRAL OF ACCOUNT TO ASSOCIATION ATTORNEY**

Upon referral of the account to the Association's attorney, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a lawsuit against the delinquent Owner for a money judgment, instituting an expedited foreclosure action; and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

In the event the Association has determined to foreclose its lien provided in the Declaration and to exercise the power of sale thereby granted, such foreclosure shall be accomplished pursuant to the requirements of Section 209.0092 of the Texas Property Code.

Once the property is foreclosed the Association shall have the ability to move for eviction of the residents, collect payment for rent, and/or sell the property in accordance with state law.

**5. BANKRUPTCIES:**

Upon receipt of any notice of a bankruptcy of an Owner, the account may be turned over to the Association's attorney so that the Association's interests may be protected.

**6. REQUIRED ACTION:**

Nothing contained herein shall require the Association to take any of the specific actions contained herein. The Board of the Association shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as in its best judgment deems reasonable.

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**CERTIFICATE OF PRESIDENT**

I hereby certify as President of Ridgestone Unit-9 Homeowners Association, Inc., that the foregoing Collection Schedule Guidelines were approved on the 15 day of June 2016, at a meeting of the Board of Directors at which a quorum was present.

DATED this 14 day of July, 2016.

*Mae L. Ashton*

President  
Ridgestone Unit-9 Homeowners Association, Inc.

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

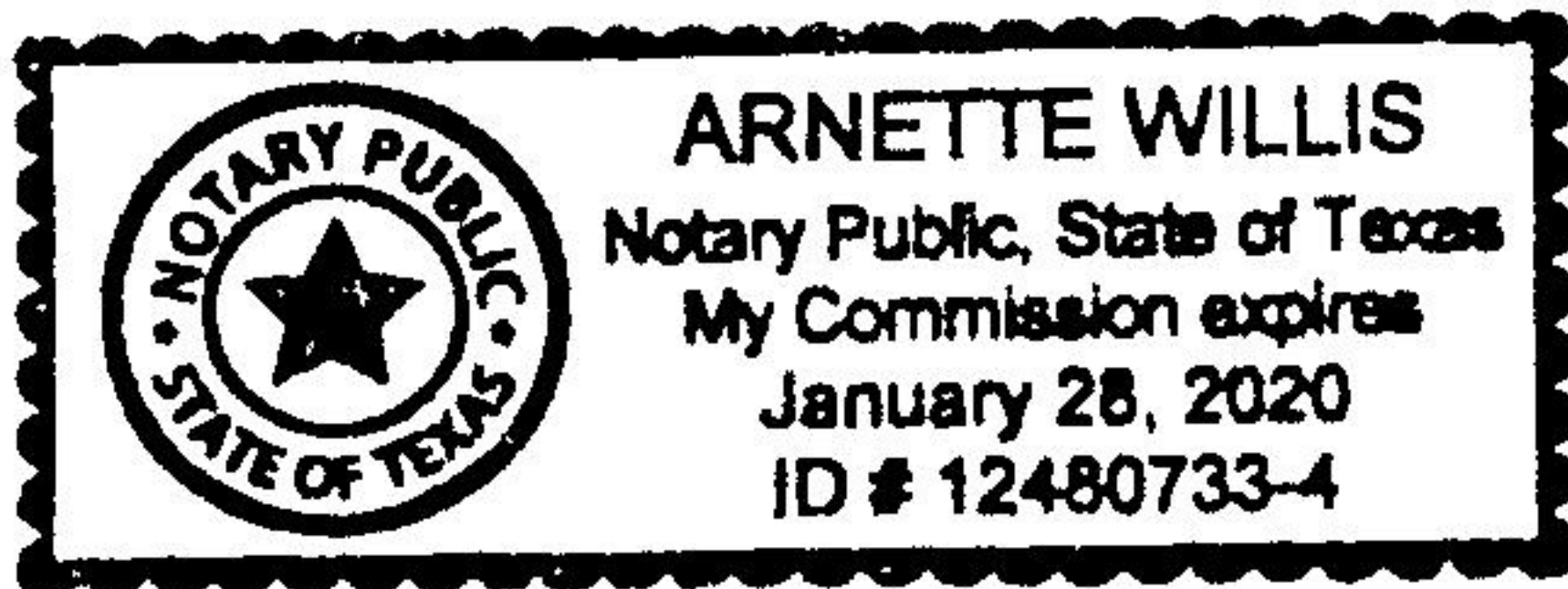
Before me, the undersigned authority, on this day personally appeared Mae L. Ashton, President of the Ridgestone Unit-9 Homeowners Association Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 14 day of July, 2016.

*Arnette Willis*  
\_\_\_\_\_  
Notary Public State of Texas

ARNETTE WILLIS  
\_\_\_\_\_  
Printed Name

My commission expires: Jan 28, 2020



Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law. STATE OF TEXAS, COUNTY OF BEXAR. I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

**AUG 15 2016**



*Gerard C. Rickhoff*  
\_\_\_\_\_  
COUNTY CLERK BEXAR COUNTY, TEXAS

AFTER RECORDING,  
PLEASE RETURN TO  
NORTH LAW, PC  
1010 LAMAR, STE 1500  
HOUSTON TX 77002

Doc# 20160158064 Fees: \$42.00  
08/15/2016 10:52AM # Pages 5  
Filed & Recorded in the Official  
Public Records of BEXAR COUNTY  
GERARD C. RICKHOFF COUNTY CLERK