

VG-342-2021-5382

**Denton County
Juli Luke
County Clerk**

Instrument Number: 5382

Real Property Recordings

MISCELLANEOUS

Recorded On: January 11, 2021 03:37 PM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$42.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 5382
Receipt Number: 20210111000863
Recorded Date/Time: January 11, 2021 03:37 PM
User: Jessica M
Station: Station 4

Record and Return To:

SOUTHRIDGE ESTATES HOA INC
PO BOX 668

DENTON TX 76202



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

**SOUTHRIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.
AMENDED ASSESSMENT COLLECTION POLICY**

THE STATE OF TEXAS §

COUNTY OF DENTON §

I, Michelle A. Emick, Secretary of Southridge Estates Homeowners Association, Inc. (the "**Association**"), do hereby certify that at a meeting of the Board of Directors of the Association (the "**Board**") duly called and held on the ninth day of November, 2020, with at least a quorum of the Board being present and remaining throughout, and being duly authorized to transact business, the following AMENDED Assessment Collection Policy (this "**Policy**") was duly approved by a majority vote of the members of the Board in attendance:

RECITALS:

1. The Board enforces the provisions of the Declaration applicable to the Subdivision to collect assessments and other charges payable by Owners.
2. The Board desires to amend the Assessment Collection Policy to be consistent with the Dedicatory Instruments of the Association and state law. Upon recording this Policy, this Policy shall replace and supersede the "Southridge Estates Homeowners Association – Assessment Collection Policy" filed of record on August 15, 2016, under Document No. 98617.

WITNESSETH:

It is the policy of the Association to enforce the provisions of the Dedicatory Instruments applicable to the Subdivision regarding the collection of assessments in accordance with the following policy:

Section 1. Definitions. Capitalized terms used in this Policy have the following meanings:

- 1.1. **Assessment** – The Base Annual Assessment and Special Assessment as provided in Article III of the Declaration.
- 1.2. **Declaration** – The instrument entitled "Declaration of Covenants, Conditions and Restrictions for Southridge Estates, Denton, Texas", recorded in the Official Public Records of Real Property of Denton County, Texas under Clerk's File No. 95-R0038519, as amended and supplemented.
- 1.3. **Dedicatory Instruments** – Each document governing the establishment, maintenance, or operation of the properties within the Subdivision, as more particularly defined in Section 202.001(1) of the Texas Property Code.
- 1.4. **Subdivision** – The recording data for the Subdivision Development are as follows: Phase 1 in Cabinet K, Pages 398-99 (Document 94-R0092111), Document 95-R0012284 (Correction), and Cabinet N, Page 381 (Document 97-R0067976); Phase 2 in Cabinet M, Pages 97-98 (Document 96-R0028050); and Phase 3 in Cabinet O, Page 268 (Document 98-R0024875) in the Plat Records of Denton County, Texas.

Other capitalized terms used herein have the same meanings as that ascribed to them in the Declaration.

Section 2. Due Date. Each Base Annual Assessment shall become due and payable on an annual basis on January 1st of the applicable assessment year, unless otherwise established by the Board. The due date for a Special Assessment shall be established at the time the Special Assessment is approved.

Section 3. Interest. If an Assessment is not paid within thirty (30) days of the due date, the Assessment shall bear interest from the due date at the maximum rate allowed by law.

Section 4. Late Charge. Any Assessment that remains delinquent for a period of more than ten (10) days shall result in the imposition of a late charge in the amount of twenty-five and 00/100 dollars (\$25.00). With regard to an Assessment that is paid in installments, a twenty-five and 00/100 dollars (\$25.00) late charge shall be imposed each month that the Assessment or any portion thereof is delinquent. Late charges shall be the personal obligation of the Owner but shall not be charges secured by the Association's lien against the Owner's Lot.

Section 5. Cost Recovery. As provided in the Declaration, each Assessment, together with interest, collection costs and reasonable attorney fees, shall be secured by a continuing lien upon each Lot and shall be the personal obligation of the Owner. All costs of collection, expenses, and fees charged to, or paid by, the Association collecting, or attempting to collect, Assessments shall be assessed against the Lot and shall also become the personal obligation of the Owner as and when incurred. Cost of collection shall include, but not be limited to, charges imposed by the Association for sending collection notices/letters, charges imposed by the Association's management company for sending collection notices/letters, and attorney fees.

Section 6. Delinquency Date. The date an Assessment shall be deemed to be delinquent shall be the 31st day after the date the Assessment becomes due, unless otherwise provided in the Declaration.

Section 7. Notices. All notices sent to the Owner below shall set forth the amount then due.

7.1. **Delinquent Notice(s).** The Association may, but is not required to, send one or more delinquent notices at a time to be determined by the Board before sending the Final Delinquent Notice described below.

7.2. **Final Delinquent Notice.** The Association shall, prior to referring a delinquent account to a collection agent (including the Association's attorney), send to the Owner a notice that complies with Section 209.0064 of the Texas Property Code. Additionally, if an Owner's right to use the Common Properties and Common Facilities is to be suspended, the notice shall include the provisions required by Section 209.006 of the Texas Property Code. The Association retains the right to send a letter that complies with Section 209.006 of the Texas Property Code as a separate notice.

Section 8. Payment Plan and Partial Payments. The Final Delinquent Notice will notify the Owner of the opportunity to request a payment plan per the Association's recorded Payment Plan Policy. Partial payments made pursuant to a payment plan agreement shall be posted in

accordance with Section 209.0063 of the Texas Property Code. Any payment for less than the full amount due at the time payment is made shall not constitute waiver or forgiveness of the remaining balance.

Section 9. Partial Payments Outside of a Payment Plan. In the event that a homeowner sends a payment less than the full amount due prior to the delinquency date, the Association will credit that tendered amount to the homeowners' account. However, if the full balance owed is not received by the delinquency date, and if a payment plan agreement has not been entered into and mutually accepted, the remaining balance due will be delinquent.

Section 10. Dishonored Checks. Checks dishonored by the bank (e.g., NSF checks) may (but are not required to) be re-deposited by the Association. Whether or not a dishonored check is re-deposited, a dishonored check shall incur a dishonored check processing fee in the amount of \$25.00 to offset the additional processing involved. A dishonored check notice may (but is not required to) be sent to the Owner requesting payment in full by cashier's check or money order. In the event a dishonored check notice is sent and the amount due is not paid in full within ten (10) days of the mailing of the dishonored check notice, the Association may initiate or continue collection activity. In addition to the dishonored check fee charged by the Association, any bank fee(s) or any other type of fee(s) charged to the Association because of the dishonored check shall be charged against the Owner's account and the amount of the dishonored check shall be reposted to the Owner's account as allowed by law. An Owner shall be responsible for all charges and/or fees incurred by the Association as a result of a dishonored check.

Section 11. Owner's Mailing Address. It is the responsibility of each Owner of a Lot in the Subdivision to provide the Owner's mailing address to the Association and to promptly notify the Association in the event the Owner's mailing address changes. In order to be effective, a Homeowner Change of Address Form must be submitted to the Association by any method for which evidence of receipt of the form by the Association is available. It is the Owner's responsibility to maintain evidence of receipt by the Association of the Homeowner Change of Address Form. Unless the Association is otherwise notified in writing, the Owner's mailing address shall be deemed to be the address of the Owner's Lot in the Subdivision or the last alternative mailing address provided to the Association by the Owner in writing. All notices to an Owner pursuant to this Policy shall be mailed to the Owner at the Owner's last known mailing address. If mail to an Owner is returned undelivered, or the Association otherwise reasonably determines that the last known mailing address of the Owner may not be valid, the Association has the right, but not the obligation, to conduct a title search or other searches for the purpose of attempting to either verify the Owner's current mailing address or obtain the Owner's current mailing address. Any costs incurred by the Association to verify an Owner's current mailing address or obtain an Owner's current mailing address shall be, to the extent permissible under the Association's Dedicatory Instruments and state law, charged to the Owner. The failure of an Owner to receive a notice(s) or to properly notify the Association of a change in an Owner's mailing address shall in no way waive or negate the Owner's obligation to comply with the Association's Dedicatory Instruments.

Section 12. Referral of Account to Association's Attorney. Upon referral of the account to the Association's attorney, under the supervision of the Board of Directors and until such authorization is subsequently revoked, the attorney is authorized to take whatever action is necessary to collect the amount due including, but not limited to, sending demand letters, filing a lawsuit against the delinquent Owner for a money judgment and/or a judicial foreclosure,

instituting an expedited foreclosure action if authorized by the Declaration and/or state law, foreclosing the Association's lien on the Lot and, in the event an Owner files bankruptcy, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

Section 13. Required Action. No provision in this Policy shall be construed to require the Association to take any of the actions included herein. The Association's Board of Directors shall at all times have the right to evaluate each delinquency on a case-by-case basis and proceed with collection activity as it reasonably deems to be necessary and appropriate.

CERTIFICATION

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Assessment Collection Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Denton County, Texas.

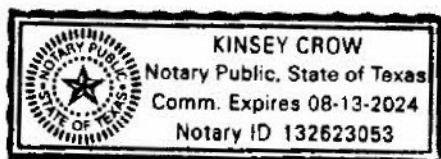
TO CERTIFY which, witness my hand this the 7th day of January, 2021.

**SOUTHRIDGE ESTATES
HOMEOWNERS
ASSOCIATION, INC.**

By: Michelle A. Emick
Print Name: Michelle A. Emick
Secretary

THE STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned notary public, on this 7th day of January, 2021, personally appeared Michelle A. Emick, Secretary of Southridge Estates Homeowners Association, Inc., through Texas driver license to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.



Kinsey Crow
Notary Public in and for the State of Texas

Return to:
Southridge Estates Homeowners Association, Inc.
P.O. Box 668
Denton, Texas 76202-0668