



**SAVANNAH SOUTH COMMUNITY ASSOCIATION, INC.
MAINTENANCE FEE AND COLLECTION POLICY**

GENERAL

The SAVANNAH SOUTH COMMUNITY ASSOCIATION, INC., is a Texas non-profit corporation located in Brazoria County, Texas. The subdivision established by a Declaration filed of record in the Official Public Records of Real Property in Brazoria County, Texas. These rules are made and adopted pursuant to the authority granted by the Declarations, the By-Laws, and pursuant to the authority granted to the Board of Directors in Article III of the Declaration.

The following Policy is effective November 30 2017, and is applicable to all Owner(s).

MAINTENANCE FEE/COLLECTION POLICY

1. APPLICATION OF ASSESSMENTS, CHARGES, FINES AND FEES.

(a) For purposes of calculating an Owner's account balance with the Association, payments received from owners will be applied in the following order below:

1. Any delinquent assessment;
2. any current assessment;
3. 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;
4. any attorney's fees incurred by the association that are not subject to subdivision (3);
5. any fines assessed by the association, and
6. any other amount owed to the association.

(b) If at the time the property owners association receives a payment from a property owner, the owner is in default under a payment plan entered into with the association:

1. the association is not required to apply the payment in the order of priority specified by Subsection (a), and
2. in applying the payment, a fine assessed by the association may not be given priority over any other amount owed to the association.

2. Maintenance Assessment Due Date; Late Charges.

All annual assessments and related charges are due in full on the 1st day of February and are deemed delinquent if not received in the management office by 5:00 p.m. on the last business day of March. All special assessments are due in

SAVANNAH SOUTH COMMUNITY ASSOCIATION, INC.
Maintenance Fee and Collection Policy

full within thirty (30) days. Penalties and interest will be posted against the delinquent accounts for all assessments and related charges deemed delinquent on April 1st.

All assessment account balances, which shall include any applicable late fee charges and attorney's fees, shall bear interest at a rate of ten percent (10%) per annum accruing on the 30th day from the original due date of February 1st.

3. Procedures and Additional Fees.

If there is any account balance due on an assessment account for any Lot, after the last day of March for the respective assessment year, the managing agent shall send a notice reminding the Unit Owner that the assessment is late, and it must be paid within twenty (20) days. In the event the managing agent sends such a delinquent assessment notice to the Owner, a \$76.00 collection fee will be charged to the defaulting Unit Owner. The managing agent shall inform the Unit Owner that the Unit Owner has the right to dispute the amount before the Board of Directors if written request is received within 30 days of receipt of the letter. The letter shall also inform the Unit Owner that after thirty (30) days, given a date certain, if the account remains unpaid, it is subject to being turned over to counsel for the Association to begin formal collection activities.

Once turned over, the attorney for the Association is authorized to send a demand letter demanding payment for the account within thirty (30) days of such letter.

If the Unit Owner does not pay in full after the attorney's first demand letter, the attorney is authorized to send a second letter demanding payment within ten (10) days under the threat that the property could be posted for foreclosure or that a suit will be filed.

If the assessments are not paid in full pursuant to the above demands, the attorney is authorized to place a lien on the property or pursue foreclosure pursuant to the Texas Property Code. After having conformed with all legal requirements the attorney is authorized to post the property for foreclosure at the next available foreclosure posting date in accordance with the Texas Property Code and the Statute governing the Association, along with its By-Laws, corporate charters and resolutions of the Board of Directors.

If arrangements have not been made by the Unit Owner to pay the account by the foreclosure day noticed in the posting notice, the property may be foreclosed and sold at foreclosure sale in accordance with applicable law. The association may bid at such sale by and through its attorney.

SAVANNAH SOUTH COMMUNITY ASSOCIATION, INC.
Maintenance Fee and Collection Policy

The attorney's office will not seek foreclosure of a property through any method until the balance of unpaid assessments on said property is greater than or equal to one (1) year's worth of maintenance assessments.

The property manager is authorized to appoint the Association's attorney at Trustee/Substitute Trustee to notice and hold the sale.

After foreclosure, the lender holding the first lien on the property, and the Unit Owner will be notified of the Association's actions, at last known address on file with the Association or any other address located by the Association's counsel.

If after foreclosure, a Unit Owner or his tenant continues to occupy the Unit, a forcible detainer action may be filed seeking possession and ouster.

4. Notices of Account Delinquencies.

All Owners whose accounts with the Association are delinquent shall receive a Notice, in writing, specifying each delinquent amount and a total balance required to bring the account current. Said Notice shall also describe the Owner's options to avoid further collection efforts, such as the availability of a payment plan. Each Notice shall advise the Owner of its opportunity to cure default within thirty (30) days, and shall be sent to the Owner by U.S. Certified Mail, Return Receipt Requested.

5. Collection by Association's Attorney.

Any assessment account balance remaining unpaid for seventy-five (75) days shall be turned over to the Association's attorney for collection.

All administrative costs, attorney's fees, court costs, and other related expenses for collection incurred through either the Management Agent or the Association's attorney shall be charged back to the owner, whose failure to timely pay the assessment or related charges caused the expenditure of funds. All such charges shall be added to the amount of the assessments.

6. Payment Plans

- a. Availability. Payment plans shall be made available to an Owner whose account with the association is delinquent.
- b. General Terms. Payment plans shall be offered at a three (3) month or six (6) month duration. An Owner may make partial payments to cure its account delinquency without accruing additional penalties, although reasonable costs incurred by the Association in administering such payment plans shall be charged, as well as interest accruing on the Owner's account balance. Payment received under the payment plan shall be applied pursuant to Paragraph 1.

c. Attorneys and Property Manager Authorized to Enter Into Payment Plans.

At all times during the collection process, the Association's legal counsel is authorized to enter into reasonable arrangements with Owners in an attempt to collect the obligation owed to the Association. In the absence of a reasonable payment schedule, or full payment of the assessment account, the Association attorneys and property manager are instructed to complete the entire collection process automatically. Reasonable latitude is necessary to allow the Association's attorneys' experience in collecting this type of debt to be fully utilized for the benefit of both the Association as a whole, and the individual owners. Therefore, the Association's attorneys are authorized to enter into a payment plan without board approval. However, the Association's counsel shall strive, excepting special circumstances, to have homeowners enter into payment plans in conformance of the following:

1. Fifty (50) percent of the balance as a down payment for homeowners with balances over three thousand dollars (\$3,000.00).
2. The payment plan will strive to conclude within six (6) months. However, plans may be extended if reasonable.
3. The association is not required to allow a payment plan for any amount that extends more than 18 months from the date of the owner's request for a payment plan.
4. If a payment plan is breached the association may cancel the payment plan and continue collection activity.

d. The association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two years following the owner's default under the previous payment plan.

Adopted by unanimous vote of the Board of Directors of the SAVANNAH SOUTH COMMUNITY ASSOCIATION, INC.

Signed this the 13 day of November 2017.

SAVANNAH SOUTH COMMUNITY ASSOCIATION, INC.
Maintenance Fee and Collection Policy

SAVANNAH SOUTH COMMUNITY ASSOCIATION, INC.

BY: 
President

BY: 
Vice President

BY: 
Secretary

BY: _____
Director

SAVANNAH SOUTH COMMUNITY ASSOCIATION, INC.
Maintenance Fee and Collection Policy

STATE OF TEXAS
COUNTY OF BRAZORIA

ACKNOWLEDGMENT

This instrument was acknowledged before me on this the 13 day of November 2017, by Oranika Rhone, as President of the Board of Directors of SAVANNAH SOUTH COMMUNITY ASSOCIATION, INC., on behalf of said Association.



Melisa Jordan

Notary Public in and for
The State of Texas

STATE OF TEXAS
COUNTY OF BRAZORIA

ACKNOWLEDGMENT

This instrument was acknowledged before me on this the 13 day of November 2017, by Fatryuan Jones, as Vice President of the Board of Directors of SAVANNAH SOUTH COMMUNITY ASSOCIATION, INC., on behalf of said Association.



Melisa Jordan

Notary Public in and for
The State of Texas

STATE OF TEXAS
COUNTY OF BRAZORIA

ACKNOWLEDGMENT

This instrument was acknowledged before me on this the 13 day of November 2017, by Ela Whittaker, as a Treasurer of the Board of Directors of SAVANNAH SOUTH COMMUNITY ASSOCIATION, INC., on behalf of said Association.



Melisa Jordan

Notary Public in and for
The State of Texas

FILED and RECORDED

Instrument Number: 2017056493

Filing and Recording Date: 11/14/2017 01:44:31 PM Pages: 7 Recording Fee: \$46.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas



A handwritten signature in black ink, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-april