

  
MARY LOUISE NICHOLSON  
COUNTY CLERK

**COLLECTION POLICY**  
*for*  
**PARK GLEN NEIGHBORHOOD ASSOCIATION INC.**

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STATE OF TEXAS                   §  
  §  
COUNTY OF TARRANT           §

I, Alvin Donohue, President of the Park Glen Neighborhood 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 21<sup>st</sup> day of January 2025, with at least a quorum of the Board being present and remaining throughout, and being duly authorized to transact business, the following "Collection Policy " was duly approved by at least a majority vote of the members of the Board present at the meeting:

**RECITALS:**

1. The property encumbered by this Collection Policy (the "**Policy**") is that property restricted by the Declaration of Covenants, Conditions and Restrictions for Park Glen Neighborhood Association, Inc. recorded in the Official Public Records of Real Property of Tarrant County, Texas at Clerk's File No. D189088296, D190140549 & D191046306, D192159885, D192159885, D187025149, D190140550 & D191046305, D188363129 & D195211069, D198175023, D192114480 & D192157980, D193177539, D193118628 & D194181478, D195018112, D196164676, D197197894, D195192374, D196161064, D198108311, and D196112967 as same has been or may be amended from time to time (collectively, the "**Declaration**"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Pursuant to Chapter 209 of the Texas Property Code, the Board previously adopted a payment plan policy to identify the guidelines under which owners may request an alternative payment schedule for certain assessments.

3. The Board has determined that in order to comply with statutory changes regarding the filing of a property owners' association collection lien per Texas Property Code Section 209.0094, it is appropriate for the Association to adopt an assessment collection policy for the purposes of establishing a uniform and systematic procedure to collect assessments and other charges of the Association and amend and restate its previously adopted payment plan policy for the properties under the jurisdiction of the Association.

4. This Policy replaces and supersedes any previously recorded or implemented policy or guidelines, if any, that address the subjects contained herein.

5. All capitalized terms in this Policy shall have the same meanings as that ascribed to them in the Declaration.

### COLLECTION POLICY

1. **Due Date** – Assessments are payable annually, due October 1<sup>st</sup> of each year.
2. **Delinquency Date** – Assessments are delinquent thirty (30) days past due date.
3. **Late Invoice** – No sooner than thirty (30) days beyond the due date, the Association may send a Late Invoice to the Owner, stating that the assessments, along with the late fees and any outstanding balance that are outstanding. This notice will include the address and email of a person who may be contacted regarding payment of the amount due.
4. **Late Fee/Collection Fee** – Any assessment not received and processed at the expiration of thirty (60) days from the due date will accrue an automatic \$5 late fee, interest, and a **non-refundable** ten dollar (\$10) collection fee, which will occur every 30 days until paid in full. Any late fees, handling charges, including attorney fees, interest and any other fees incurred at any time for the collection of past due assessments will be added to the amount due.
5. **Notice of Late Payment** – No sooner than sixty (60) days beyond the due date, the Association may send a Notice of Delinquency to the Owner, by certified mail, the notice will state that the owner is late and list the past due amounts owed. The notice will also include the address and email of a person who may be contacted regarding payment of the amount due.
6. **Suspended Privileges** – Pursuant to the Declaration, members in good standing are entitled to use the common properties as defined in the Declaration. Following notice and the opportunity to request a hearing before the Board (which notice may be contained in the Notice of Default), any member (including their family) not in good standing as of the 60-day delinquent date will have their privileges suspended until such time as their good standing is restored. Any notice provided under this Section 6 shall be sent via certified mail and provide the owner with a reasonable period to cure the delinquency to avoid the suspension.
7. **Notice of Default** - No sooner than seventy five (75) days beyond the due date and no sooner than thirty (30) days after the Notice of Late Payment, the Association may send a Notice of Default to the Owner, by certified mail, the notice will state that the owner is in default of his/her obligations and that the assessments, along with late and any handling or collection charges are the responsibility of the owner. **The owner will be provided with a breakdown of all past due amounts and notified of the right to request a payment plan as well as the right to request a hearing before the Board. In the event the owner chooses to enter into a Payment Plan, a monthly charge may 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:**
8. **Board Hearing**. In the event the Owner timely requests a hearing before the Board, the Association will provide the Owner with a date and time for the hearing, with such date occurring not more than thirty (30) days after the Owner's request is received. The hearing may be scheduled at a later date by agreement of the parties. Not later than ten (10) days before the scheduled hearing, the Association shall provide the Owner a packet containing all documents relating to the matter the Association intends to introduce at the hearing. If the Association does not provide the packet at least ten (10) days before the hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the hearing. During the hearing, a member of the Board or the Association's designated representative shall first present the Association's case against

the Owner. The Owner or the Owner’s designated representative is entitled to present the Owner’s information and issues relevant to the appeal or dispute.

- 9. **Attorney Demand Letter** – No sooner than one hundred and ten (110) days beyond the due date, the account will be referred to an Attorney for collection, and legal fees and expenses incurred will be added to the account.
- 10. **Legal Action** – No sooner than one hundred twenty (120) days beyond the due date and no sooner than ninety (90) days after the Notice of Default, the Association’s legal counsel may file a Notice of Lien. The attorney’s fees and expenses for this service will be added to the amount due. The Notice of Lien may be updated as necessary to secure payment of any assessment. The Notice of Lien is not required for the Association’s assessment lien to be effective. The Association’s legal counsel may also file a lawsuit seeking to recover the outstanding amounts along with attorney’s fees, costs, and other charges.
- 11. **Foreclosures** – Continued delinquencies will be reviewed by the Board of Directors to determine when foreclosure should be considered as an option.

CERTIFICATION

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Collection Policy was approved by not less than a majority vote of the Board 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 Tarrant in County, Texas.

TO CERTIFY which witness my and this the 28<sup>TH</sup> day of JANUARY, 2025.

**PARK GLEN NEIGHBORHOOD ASSOCIATION INC.**

By: A. T. Donohue, III  
 Printed: ALVIN T. DONOHUE, III  
 Its: President

THE STATE OF TEXAS           §  
   §  
 COUNTY OF TARRANT         §

BEFORE ME, the undersigned notary public, on this 28<sup>th</sup> day of January, 2025 personally appeared Alvin Donohue President of Park Glen Neighborhood Association, Inc., known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Janna Jeane Perez  
 Notary Public in and for the State of Texas

