



Twin Harbors Property Owners' Association, Inc.  
274 Valleyview Drive  
Onalaska, Texas 77360  
(936) 646-2242  
[Info@twinharborslakelivingston.com](mailto:Info@twinharborslakelivingston.com)

**TWIN HARBORS PROPERTY OWNERS' ASSOCIATION, INC.  
COLLECTION POLICY AND PROCEDURES FOR FEES AND ASSESSMENTS**

**1. PURPOSE**

To define the Twin Harbors Property Owners' Association (THPOA) policy and procedure regarding collection of fees and assessments.

**2. SCOPE**

Applies to all Property Owners of the THPOA.

**3. DEFINITIONS**

**ACCOUNTING** - THPOAS' accounting, billing, and financial record keeping services shall be performed by the Office Administrator and THPOA Treasurer.

**ANNUAL MAINTENANCE FEE** - The subdivision fee charged to all THPOA Property Owners' as defined in the Declarations of Reservations, Restrictions and Covenants of the Sections of Twin Harbors.

**DEED RESTRICTIONS** - Any or all the Declarations of Reservations, Restrictions and Covenants of the Sections of Twin Harbors.

**DUE DATE** - The date by which payment is to be received to be considered to have been paid on time.

**FINE** - A cost which is directly attributable to a Deed Restriction violation.

**GRACE PERIOD** - The 30-day period immediately following the Due Date.

**PARTIAL PAYMENT** - A payment of less than all amounts due and owing the THPOA.

**PAST DUE AMOUNT** - Any amount payable to THPOA which is not received by the end of the Grace Period.

**PROPERTY OWNER** - Any Property Owner within the area of jurisdiction of the THPOA. Also, referred to as members of the Association.

**REASONABLE COSTS** - These costs may include, but are not limited to, postage, courier charges, copying costs, fees for legal services, fees for accounting services, fees for administrative service, fees





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for property maintenance services, and any other costs incurred by the THPOA in enforcing Deed Restrictions and collecting Annual Maintenance Fees and Special Assessments.

**SPECIAL ASSESSMENT** - In the event the THPOA incurs extraordinary expenses or anticipates capital expenditures that cannot be met by the Annual Maintenance Fee, each Property Owner may be charged a fee to defray the expense. Any Special Assessment Fee shall be approved by Property Owners at the annual meeting of Property Owners.

#### 4. REFERENCES

- Chapter 51 and Chapter 209 of the Texas Property Code, and
- Various Declarations of Reservations, Restrictions and Covenants of Twin Harbors (commonly known as "Deed Restrictions" and "By-Laws").

#### 5. POLICY

1. The Due Date for all Annual Maintenance Fees shall be September 30<sup>th</sup> of each year. The Due Date for all Special Assessments shall be January 31<sup>st</sup> of each year. The due date for all other charges shall be the last day of the month in which the invoice or statement is dated unless otherwise specified in this Collection Policy and Procedure.
2. All documents, correspondence, invoices, statements, and notices relating to the charges shall be mailed to the Property Owner's address which appears on the books of the THPOA or to such other address as designated in writing by the Property Owner. Documents may also be emailed to the Property Owner if they have provided an email address to the association.
3. Non-receipt of an invoice or statement shall in no way relieve the Property Owner of the obligation to pay the amount due, nor shall it relieve the Property Owner from being charged late fees on past due balances.
4. Property Owners will be charged and invoiced for all Reasonable Costs of enforcing Deed Restrictions.
5. Payments will be posted by Twin Harbors staff in a timely manner.
6. Accounting is performed by the Office Administrator and THPOA Treasurer; therefore, all inquiries about a Property Owner's outstanding account balance, whether invoiced, and which remain unpaid as of the inquiry date, will be included in the reported balance. Accounting may also inform the third party of THPOA approved transfer and refinancing fees and, if applicable, of board approved maintenance fees for the future year.
7. All costs incurred by the THPOA because of any violation of the Deed Restrictions, By-Laws, Rules and Regulations or Resolutions of the Board of Trustees of the THPOA, by a Property Owner, a Property Owners' family, employees, agents, tenants, guests, and invitees, as well as failure to pay any Annual Maintenance Fee or Special Assessment shall be charged to such Property Owner and their property. Such costs include, but are not limited to, legal or administrative expenses (regardless





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of whether suits or liens are filed), fines, late fees, any other Reasonable Costs, and any costs permitted by the Deed Restrictions, By-Laws, or State statutes.

8. The Treasurer may request a waiver of fees (not Annual Maintenance fee or Special Assessments) for any Property Owner demonstrating a personal hardship or to negotiate the balance due on the account. Waivers for Deed Restriction violations and related fines/costs shall be approved by Board vote. Waivers for fees related to construction permits or other related fees shall be approved by Board vote. These waivers may be requested in advance of negotiations with the Property Owner.

9. Payments received from a Property Owner will be credited in the following order of priority. Where appropriate, in each category listed below, payments will be first applied to the oldest amount due

- a) Delinquent Assessments (Regular and Special),
- b) Current Assessments (Regular and Special),
- c) Attorneys' fees and collection costs associated with delinquent assessments,
- d) Attorneys' fees other than those associated with delinquent assessments,
- e) Fines,
- f) Any other amounts owing to the association.

## 6. PROCEDURES

### 6.1 Collection of Assessments

- A. The Annual Maintenance Fee for THPOA is set at \$120.00 per annum.
- B. During August of each year, the staff of the THPOA Board shall prepare and mail the appropriate Annual Maintenance Fee invoices on or about August 15th of each year. The Annual Maintenance Fee invoice will state that payments are due by September 30<sup>th</sup> of the current year and that a late fee as detailed in Section 6.3D, below, will be levied on past due account balances. In addition, each Property Owner whose account has an outstanding balance on the date Annual Maintenance Fee invoices are prepared will have the outstanding balance added to the current Annual Maintenance Fee invoice.
- C. Any Special Assessment Fee for THPOA shall be determined and approved at the THPOA Annual Meeting.
- D. During December of each year, the staff of THPOA shall prepare and mail the appropriate Special Assessment Fee invoices on or about December 15th of each year. The Special Assessment Fee invoice shall state that payments are due by January 31<sup>st</sup> of the next year and that a late fee as detailed in Section 6.3D, below, will be levied on past due account balances. In addition, each Property Owner whose account has an outstanding balance on the date Special Assessment Fee invoices are prepared will have the outstanding balance added to the current Special Assessment Fee invoice.





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## 6.2 Billing for Costs of Enforcing Deed Restrictions

- A. When costs are incurred in enforcing Deed Restrictions, a detailed invoice to the Property Owner will be prepared and sent as soon as invoices for the services provided have been received from the Board's vendors and verified.
- B. A service charge in an amount approved by the Board may be added to the invoice to cover costs of preparing and mailing the invoice and for subsequent record keeping activities. The invoice will include an explanation of how payments will be credited to a Property Owner's account balance, as detailed in Paragraph 5.9, above.
- C. The Property Owner will be given 45 days from the invoice date to pay the invoice in full.
- D. The Treasurer may request a waiver of fees (not Annual Maintenance fee or Special Assessments) for any Property Owner demonstrating a personal hardship or to negotiate the balance due on the account. **Waivers for Deed Restriction violations and related fines/costs shall be approved by Board vote. Waivers for fees related to construction permits or other related fees shall be approved by Board vote.** These waivers may be requested in advance of negotiations with the Property Owner.

## 6.3 Remedies for Non-Payment of Account Balances

- A. If payment of the total account balance due, including all late fees and Fines, is not received by the THPOA by the end of the Grace Period (30-days after due date), the account shall be considered delinquent.
- B. Accounting will identify Property Owners whose accounts have not been paid in full and mail statements for delinquent accounts early in accordance with Section 7, below. Late fees will be added to each statement in accordance with Section 6.3D, below.
- C. A series of collection letters, a demand letter, and a certified final demand will be mailed to Property Owners who have outstanding balances in accordance with Section 7, below.
- D. If any amount in a Property Owner's Maintenance Fee Account or Special Assessment Fee Account has remained past due for at least 30-days after payment was originally due, a late fee of \$20, will be added on the first day of the following month. Late fees of \$20 will be assessed monthly until the account is paid in full or a payment plan is established.
- E. The purpose of the collection letters will be to encourage the Property Owner to either contact the THPOA regarding why the account is delinquent or to immediately remit payment to the THPOA. The demand letter, and certified final demand letter will contain Chapter 209 disclosures and a Notice of Military Rights in addition to advising the Property Owner that the Board may take whatever legal actions are necessary to obtain payment from the Property Owner and that any associated costs will be charged back to the Property Owner.





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## 6.4 Partial Payments

Partial Payments will be accepted and credited as specified in Paragraph 5.9. However, until the account is paid in full, the account will be delinquent, and the THPOA retains the right to take action against the Property Owner to obtain full payment and to continue to assess late fees as described in Paragraph 6.3D, above.

For accounts considered to be delinquent, THPOA offers the property owners payment plans with a minimum payment plan of three (3) months. The association will not accrue any monetary penalties during the term of the payment plan but will charge interest and may charge reasonable costs for administering the payment plan. THPOA reserves the right to refuse to offer a payment plan to property owners during a two (2) year period following a property owner's default under a prior payment plan for delinquent assessments.

All payment plans for delinquent assessment accounts will be in writing, signed by the property owner or owners and signed by the appropriate officer of THPOA. The payment plan document will be filed in Polk County Real Estate Records. The Treasurer of THPOA has authority to negotiate and approve all payment plans for delinquent assessment accounts.

## 6.5 Returned Checks

A Property Owner will be charged a \$35 fee for any check returned unpaid by the bank. A notice of the returned check and the \$35 fee will be sent to the Property Owner, and the Property Owner's account balance will be adjusted appropriately.

## 7. SCHEDULE OF STATEMENTS

The following schedule will be followed for invoicing and collection of the THPOA Annual Maintenance Fees and any related or associated charges:

- 1) By September 1<sup>st</sup> the Office Administrator or Treasurer will mail Annual Maintenance Fee Notices with payment due no later than September 30<sup>th</sup>.
- 2) By January 1<sup>st</sup> the Office Administrator or Treasurer will mail Special Assessment Notices with payment due no later than January 31<sup>st</sup>.
- 3) The following schedule will be followed for mailing past due statements:
  - a. November
  - b. January
  - c. March
  - d. May
  - e. July






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4) The Treasurer will decide when to file against a property owner for a past due account and take them to small claims court to obtain a judgement against the property owner. This will be presented at the next Board meeting for approval by the Board.

**8. Foreclosure by THPOA**

All foreclosures brought by THPOA shall be subject to the foreclosure requirements of Chapter 209 and judicially approved using the expedited foreclosure procedures in current use by lenders to foreclose home equity loans and tax loans. All foreclosure action by THPOA shall be initiated by the association attorney with board approval.

This document was duly adopted by majority vote of the Board of Directors of Twin Harbors Property Owners' Association on the 05 day of February 2022.

  
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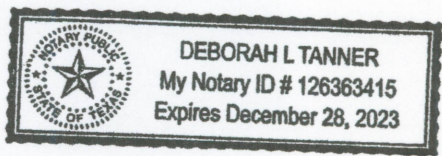
Barbara Dickens  
Twin Harbors Property Owners' Association President

STATE OF TEXAS\*  
COUNTY OF POLK


This instrument was acknowledged before me on the 05 day of February 2022 by Barbara Dickens on behalf of the Twin Harbors Property Owners' Association, Inc., a Texas non-profit corporation on behalf of said corporation.

  
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Deborah L. Tanner  
NOTARY PUBLIC, STATE OF TEXAS

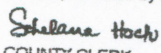



**POLK COUNTY RECORDING STAMP:**

FILED FOR RECORD  
Feb 14 2022 10:14:36  
  
SCHELANA HOCK  
POLK COUNTY CLERK



I, SCHELANA HOCK hereby certify that the instrument was FILED in the file number sequence on the date and at the same time stamped heron by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS OF Polk County, Texas as stamped heron by me.

  
COUNTY CLERK  
POLK COUNTY, TEXAS

  
Feb 14, 2022