



*Dana DeBeauvoir*

Dana DeBeauvoir, County Clerk  
Travis County, Texas

Feb 24, 2021 09:39 AM Fee: \$38.00

2021036543

\*Electronically Recorded\*



AFTER RECORDING RETURN TO:

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Austin, Texas 78701  
Email: [rburton@winstead.com](mailto:rburton@winstead.com)

**MUELLER MASTER  
COLLECTION POLICY**

The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of the Mueller Master Community, Inc., a Texas non-profit corporation (the "Master Association"), and that this is a true and correct copy of the current Mueller Master Collection Policy of the Master Association adopted by the Board of Directors of the Master Association.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the Ninth day of February, 2021.

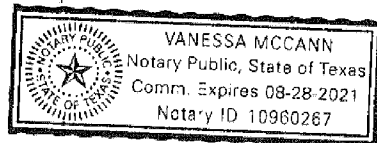
*Brian Dolezal*

Brian Dolezal, President

STATE OF TEXAS §  
COUNTY OF Travis §

This instrument was acknowledged before me of this 9th day of Feb, 2021  
by Brian Dolezal the Secretary of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

[SEAL]



*Vanessa McCann*

Notary Public Signature

Cross-reference to Mueller Master Community Covenant recorded under Document No. 2004238007 of the Official Public Records of Travis County, Texas, as amended.

In the event of a conflict between the terms and provisions of the Initial Rules (as defined below) or any policies adopted by the Board before the effective date of this instrument, the terms and provisions of this instrument shall control.

**MUELLER MASTER COMMUNITY, INC.**  
**ASSESSMENT COLLECTION POLICY**

Mueller Master Community is a community (the "**Master Community**") created by and subject to the Mueller Master Community Covenant recorded in the Official Public Records of Travis County, Texas, and any amendments or supplements thereto ("**Master Covenant**"). The operation of the Master Community is vested in Mueller Master Community, Inc. (the "**Master Association**"), acting through its board of directors (the "**Board**"). The Master Association is empowered to enforce the covenants, conditions and restrictions of the Master Covenant, Articles of Incorporation, Bylaws, and any rules and regulations, as adopted and amended from time to time (collectively, the "**Governing Documents**").

The Board adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Governing Documents. Terms used in this policy but not defined shall have the meaning subscribed to such term in the Governing Documents.

**Section 1. DELINQUENCIES, LATE CHARGES & INTEREST**

- 1-A. Due Date. An Owner will timely and fully pay all assessments when due. Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.
- 1-B. Delinquent. Any assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest, and late fees.
- 1-C. Late Fees & Interest. If the Master Association does not receive full payment of an assessment by 5:00 p.m. on the due date established by the Board, the Master Association may levy a handling charge of \$10.00 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.
- 1-D. Liability for Collection Costs. The defaulting Owner is liable to the Master Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Master Association in collecting the delinquency.
- 1-E. Insufficient Funds. The Master Association may levy a charge of \$35 for any check returned to the Master Association marked "not sufficient funds" or the equivalent.
- 1-F. Waiver. Properly levied collection costs, late fees, and interest may be waived by the Master Association.

## Section 2.      INSTALLMENTS & ACCELERATION

If an assessment, other than a Base Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Master Association may declare the entire assessment in default and accelerate the due date on all remaining installments of the assessment.

## Section 3.      PAYMENTS

- 3-A. Payment Plans. If required by the Texas Property Code, the Master Association will allow payment plan to a delinquent Owner with a minimum term of at least three (3) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. The Master Association is not required to make a payment plan available to a Member after the Delinquency Cure Period allowed under Paragraph 5-B expires.
- 3-B. Form of Payment. The Master Association may require that payment of delinquent Assessments be made only in the form of cashier's check, or certified funds.
- 3-C. Partial and Conditioned Payment. The Master Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments.
- 3-D. Notice of Payment. If the Master Association receives full payment of the delinquency after recording a notice of lien, the Master Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Master Association may require the Owner to prepay the cost of preparing and recording the release.
- 3-F. Correction of Credit Report. If the Master Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Master Association will report receipt of payment to the credit reporting service.

## Section 4.      LIABILITY FOR COLLECTION COSTS

- 4-A. Collection Costs. The defaulting Owner may be liable to the Master Association for the cost of title reports, credit reports, certified mail, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquent account.

## Section 5.      COLLECTION PROCEDURES

- 5-A. Delegation of Collection Procedures. From time to time, the Master Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Master Association's manager, an attorney, or a debt collector.
- 5-B. Verification of Owner Information. The Master Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.
- 5-C. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.

- 5-D. Notification of Mortgage Lender. The Master Association may notify the Mortgage lender of the default obligations.
- 5-E. Notification of Credit Bureau. The Master Association may report the defaulting Owner to one or more credit reporting services.
- 5-F. Collection by Attorney. If an Owner's account is delinquent the delinquent account may be referred to the Master Association's attorney for collection. In the event an account is referred to the Master Association's attorney, the Owner will be liable to the Master Association for legal fees and expenses.
- 5-G. Notice of Lien. The Master Association's attorney may cause a notice of the Master Association's Assessment lien against the Owner's home to be publicly recorded.
- 5-H. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Master Association.
- 5-I. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his tenant or occupant, whose account with the Master Association is delinquent for at least thirty (30) days.

#### Section 6. GENERAL PROVISIONS

- 6-A. Other Rights. This policy is in addition to and does not detract from the rights of the Master Association to collect Assessments under the Governing Documents and the laws of the State of Texas.
- 6-B. Notices. Unless the Governing Documents, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Master Association's records, or on personal delivery to the Owner. If the Master Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one occupant is deemed notice to all occupants. Written communications to the Master Association, pursuant to this policy, will be deemed given on actual receipt by the Master Association's president, secretary, managing agent, or attorney.
- 6-C. Amendment of Policy. This policy may be amended from time to time by the Board.