

WOODRIDGE CONDOMINIUM ASSOCIATION
UTILITY TERMINATION POLICY

WHEREAS, the Woodridge Condominium Association (the "Association") is governed by the Declaration of Condominium Regime Woodridge, filed of record on February 15, 1974, at Instrument No. 197400027868, Volume 74034, Page 148 *et seq.*, Condominium Records, Dallas County, Texas (hereinafter referred to as the "Declaration") as such may be amended and/or supplemented from time to time; and

WHEREAS, The Board of Directors (the "Board") of the Association is charged with the enforcement of provisions of the Declaration and other governing legal documents of the Association, as such may be amended and/or supplemented from time to time; and

WHEREAS, owners are obligated to pay assessments pursuant to Article Six, Section I of the Declaration, entitled "Payment of Assessments by Owners"; and

WHEREAS, Assessments are used in part to pay for the cost of water service provided to each unit. Specifically, Article Six, Section I of the Declaration provides, in part, the following:

That each Owner will pay, within ten (10) days from date each such assessment is delivered, the monthly assessments imposed by the Association to meet all project communal expenses, including by way of description and not limitation, costs of...utilities...[; and]

WHEREAS, the Declaration allows for the suspension of utility services if an owner is in default of assessments owing to the Association. Specifically, Article Six, Section K of the Declaration, entitled "Security of Unpaid Assessment", provides the following in Sub-Section (11):

In the event of such uncured default as is set forth in this Paragraph K, in addition to all other remedies hereunder, or otherwise existing, Association shall have the right to disconnect, or cause the disconnection of all utility services to such apartment, for so long as such default continues. [;and]

WHEREAS, the Texas Uniform Condominium Act ("TUCA"), provides the following in Section 82.102, entitled "Powers of Unit Owners' Association", Sub-Section (a):

Unless otherwise provided by the declaration, the association, acting through its board, may:

- (14) adopt and amend rules regulating the termination of utility service to a unit, the owner of which is delinquent in the payment of an assessment that is used, in whole or in part, to pay the cost of that utility; [;and]

NOW, THEREFORE, the Board of the Association adopts the following policy regarding suspension of utility service to a unit when the owner is delinquent in assessments due and the assessment is used, in whole or in part, to pay the cost of such utility.

General:

When an owner is delinquent in excess of one month or more of assessments due the Association, the Board may exercise the rights given to it by the Association's governing legal documents and State law, which might include the suspension of a utility service to the unit which owner is delinquent in assessments owing to the Association.

Content of Notices:

Should the Board desire to terminate an owner's utility service for unpaid assessments owed to the Association, the Association will send notices prior to such disconnection. Owners who have their utility service disconnected are responsible for all costs related to their utility suspension and reconnection incurred by the Association.

Before terminating a utility servicing a unit, the Association shall give three written notices to the unit owner. Two of these notices will also be given to the unit tenant, if any. All notices will prominently display "UTILITY SHUT-OFF", "TERMINATION NOTICE", or similar language. All notices will also contain the following: (a) the amount of past due assessments, interest, late fees, fines and collection costs, (b) the form and place of payment, (c) the date by which payment must be received to avoid utility shut-off, (d) a statement that the utility will be shut-off on or after a stated date, and (e) the exact location where the tenant or owner may go during normal working hours to make arrangements for payment of the delinquency and for reconnection of the unit utility.

First Notice:

In addition to the above requirements, the first notice must invite the owner to a scheduled hearing before the Board. The notice must state the time, date, and place of the hearing to which the owner is invited. The hearing date must be at least ten days after the date the notice is given.

Hearing:

Pending the hearing, the Association may continue to exercise its other rights and remedies for collection of the delinquency, as if the declared default were valid. The invitation to a hearing suspends only the termination of service. The hearing will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the delinquency. The owner may attend the hearing in person, or may be represented by another person (if the owner designates a person and notifies the Association of such in writing prior to the hearing) or by written communication. No audio or video recording of the hearing may be made. The minutes of the hearing must contain (a) a copy of the invitation notice, (b) proof of delivery to the owner, or a statement by the person handling delivery of its time, date and method, and (c) a statement of the results of the hearing. If the owner appears at the hearing, the notice requirements will be deemed satisfied.

Second Notice:

If full payment is not received by the date of the hearing, the Board will give a second written notice to the unit owner and unit tenant, if any, as provided above. The second notice must be given at least five days before the scheduled shut-off.

Final Notice:

At least one day prior to the scheduled termination, the Board will give a third and final written notice to the unit owner and unit tenant, in any, if full payment has not been received by the Association from the unit owner.

Delivery of Utility Termination Notices:

The Association will deliver all three notices to the unit owner via certified mail, return receipt requested at the unit address and any other address that the owner has provided to the Association; such notice will be addressed to the owner "and all tenants/occupants". The second and final notices will also be hand delivered to unit and left with who answers the door or posted on the unit door. Additional copies may also be sent via regular mail, e-mail, and/or facsimile in addition to the foregoing.

Calculating Days:

In calculating days, the day after the date on which a notice is post-marked or posted on the door, as the case may be, is deemed "Day One."

Termination Fees:

The owner solely bears the costs associated with the discontinuing and restarting of any unit utility, which shall be \$100.00 to disconnect and \$100.00 to reconnect. -

Form of Payment:

Payment to forestall a unit utility shut-off or to restore service after a shut-off must be in the form of a cashier's check, payable to the Association and received by the Association's manager or a designated officer.

Limitations on Disconnection:

As a collection remedy, the Association may not disconnect a unit utility on a day, or on a day immediately preceding a day, when authorized personnel of the Association are not able to receive payment and reconnect service. Further, the Association may not disconnect a unit utility if the Association has knowledge or reason to believe that the disconnection is likely to be life-threatening for an occupant of the unit.

Effectiveness:

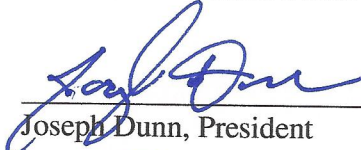
This policy will remain effective until amended by the Board.

Upon payment of the total amounts due, including all delinquent assessments, the Association will in its best efforts make arrangements to have the utility service restored to the unit as soon as reasonably possible, but not later than one (1) business day from the date payment is made to the Association.

Should an owner, resident and/or occupant of the unit reconnect the unit's utility service without Association approval, and/or attempt to use, or use, utility service from the common areas or another unit, a fine of \$100.00 per day shall be levied for such unauthorized utility use.

Adopted this 29th day of February, 2016.

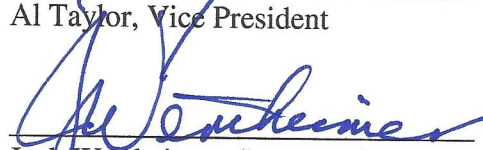
WOODRIDGE CONDOMINIUM ASSOCIATION
BOARD OF DIRECTORS



Joseph Dunn, President



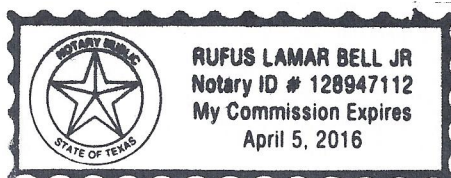
Al Taylor, Vice President




Jack Wertheimer, Secretary/Treasurer

STATE OF TEXAS §
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COUNTY OF DALLAS §

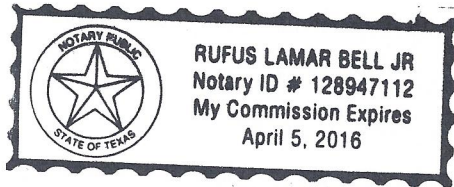
This instrument was acknowledged before me on FEBRUARY 29th, 2016, by Joseph Dunn, as President of the Board of Directors of Woodridge Condominium Association.




_____, Notary Public in and
For The State of Texas
My commission expires 4.5.16

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COUNTY OF DALLAS §

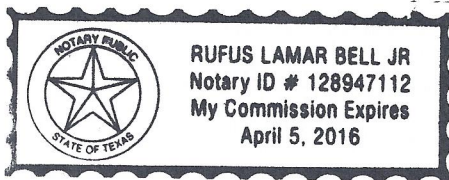
This instrument was acknowledged before me on FEBRUARY 29th, 2016, by Al Taylor, as Vice President of the Board of Directors of Woodridge Condominium Association.



[Signature]
_____, Notary Public in and
For The State of Texas
My commission expires 4.5.16

STATE OF TEXAS §
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COUNTY OF DALLAS §

This instrument was acknowledged before me on FEBRUARY 29th, 2016, by Jack Wertheimer, as Secretary/Treasurer of the Board of Directors of Woodridge Condominium Association.



[Signature]
_____, Notary Public in and
For Dallas County, Texas
My commission expires 4.5.16