

*Deborah A. Drifka*



RESOLUTION OF  
WESTFIELD VILLAGE COMMUNITY IMPROVEMENT ASSOCIATION, INC.

Regarding Ratification of  
Amended Collection Policy for the Purpose of Filing  
in the County Real Property Records

DATED: ~~September~~ 14<sup>th</sup>, 2023.

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS     §

I, Gaylene Wier, the Property Manager of WESTFIELD VILLAGE COMMUNITY IMPROVEMENT ASSOCIATION, INC. (the "Association"), do hereby certify that at a regular meeting of the Board of Directors of the Association held on September 2<sup>nd</sup> 2023, with a quorum present and remaining throughout, and being duly authorized to transact business, the following resolution for the ratification of the Amended Collection Policy for the purposes of filing in this County's Real Property Records, was duly made and approved.

WHEREAS, the Association is a Texas non-profit corporation governed by the Texas Property Code;

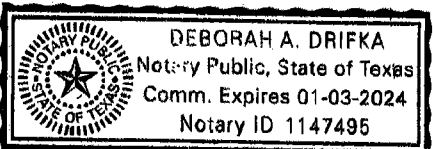
WHEREAS, the Amended Collection Policy attached hereto as Exhibit "A", is hereby ratified for the purpose of filing in this County's Real Property Records;

IT IS, HEREBY, RESOLVED that WESTFIELD VILLAGE COMMUNITY IMPROVEMENT ASSOCIATION, INC. adopts this formal resolution for the purpose of filing the aforementioned document in this County's Real Property Records.

Dated: 9/29/2023 \_\_\_\_\_ Gaylene Wier  
Property Mgr., Westfield Village CIA

STATE OF TEXAS           §  
  §                                   ACKNOWLEDGMENT  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the 29<sup>th</sup> day of September, 2023, by Gaylene Wier as Property Manager of WESTFIELD VILLAGE COMMUNITY IMPROVEMENT ASSOCIATION, INC., on behalf of said corporation.



Deborah A. Drifka  
Notary Public in and for the State of Texas

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*Shirley H. Phillips*



EXHIBIT "A"

COLLECTION POLICY

1. **This Policy shall supersede and replace any previously filed collection policies filed by the Association.**
2. **Application of Assessments, Charges, Fines and Fees.**

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

- a. Any delinquent assessment;
- b. Any current assessment;
- c. Any reasonable attorney's fees or reasonable third-party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- d. Any reasonable attorney's fees incurred by the Association that are not included above;
- e. Any reasonable fines assessed by the Association; and
- f. Any other reasonable amount owed to the Association.

If the Association receives a payment while the Owner is in default under a payment plan entered into with the Association, the Association is not required to apply the payment in the order of priority specified above, excepting that a fine may not be given priority over any other amount owed to the Association.

2. **Maintenance Assessment Due Date; Late Charges.**

All maintenance assessments and related charges are due in full no later than midnight on January 1<sup>st</sup> of each calendar year and are deemed delinquent if not received by midnight on that day, unless otherwise specified by the Association's governing documents.

After statutory notice has been provided, all assessment account balances, which shall include any applicable late fee charges and attorney's fees, shall bear interest at a rate of at least eighteen (18%) per annum from the date of delinquency until paid, unless otherwise specified by the Association's governing documents, or Texas law.

3. **Notices of Account Delinquencies / Lien Filings**

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*Shirley H. Hightower*



Before the Association may file an assessment lien against any Owner for non-payment of maintenance assessments, the Association must first comply with the notice provisions below.

First Notice of Delinquency. All Owners whose accounts with the Association are delinquent shall receive a mandatory First Notice of Delinquency, in writing, specifying each delinquent amount and a total balance required to bring the account current. Said Notice be sent to the Owner by First Class Mail to the Owner's last known mailing address, as reflected in records maintained by the Association, or by e-mail to an e-mail address the Owner has provided to the Association.

Second Notice of Delinquency. Not earlier than the thirtieth (30<sup>th</sup>) day after the First Notice of Delinquency is given, All Owners whose accounts with the Association are delinquent shall receive a mandatory Second Notice of Delinquency, 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 their opportunity to cure default within forty-five (45) days, and shall be sent to the Owner by Certified Mail, Return Receipt Requested to the Owner's last known mailing address, as reflected in records maintained by the Association.

Maintenance Lien Filing. The Association may not file an assessment lien before the ninetieth (90<sup>th</sup>) day after the Second Notice of Delinquency was sent to the Owner.

- 4. **Collection by Association's Attorney.** Any assessment account balance remaining unpaid after the Second Notice of Delinquency was given may be turned over to the Association's attorney for collection.

All administrative costs, attorneys fees, court costs, and other related expenses for collection incurred by the Association, any managing 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 owner's account with the Association.

5. **Payment Plans**

- a. **Availability.** Payment plans are automatically available to an Owner whose account with the Association is delinquent, if entered into within the initial forty-five (45) day grace period provided above. However, the Association is under no obligation to offer a payment plan to any Owner whose account is more than forty-five (45) days delinquent. The Association may also deny an Owner the option of entering into a payment plan if that Owner has breached a payment plan within the previous two (2) years. The Association is not required to allow an owner to enter into a payment plan more than once in any 12-month period.

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- b. **General Terms.** Upon entering into an acceptable payment plan, 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 may be charged, as well as interest accruing on the Owner's account balance. Payments received under the payment plan shall be applied as specified *supra*.
- c. **Attorneys and Property Manager Authorized to Enter Into Payment Plans.** The Association's agents are 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, in conformity with the following payment plan terms:
  - i. Down payment of at least 50%, or down payment of at least 33% for homestead owners with balances over \$3,000.00;
  - ii. Three (3) to six (6) month plan duration. Homestead owner plans may be extended, if reasonable, to achieve approximately a \$500.00 per month cap.
  - iii. If a payment plan is breached, an owner may be allowed a second payment plan on a showing of good faith or deposit of a substantial down payment. However, the Association's attorneys are not required to offer second payment plans, and on breach, may reinstitute the collection process.
  - iv. If the proposed payment plan exceeds six (6) months, the Board of Directors or the Property Manager will generally be requested to approve the payment plan. The Association is not required to allow a plan for any amount that extends more than 18 months from the date of the owner's request for a payment plan.

## 6. Credit Reporting Services

- a. The Association shall not report any delinquent fines, fees, or assessments to a credit reporting service that are the subject of a pending dispute between an owner and the Association.
- b. The Association may report the delinquent payment history of assessments, fines, and fees of an owner within its jurisdiction to a credit reporting service only if:
  - i. At least 30 business days before reporting to a credit reporting service, the Association sends, via certified mail, hand delivery, electronic delivery, or by other delivery means acceptable between the parties, a detailed report of all delinquent charges owed; and
  - ii. The owner has been given the opportunity to enter into a payment plan.





- c. The Association may not charge a fee to an owner for reporting the delinquent payment history of assessments, fines, and fees to a credit reporting service.

7. **Miscellaneous Provisions**

- a. If arrangements have not been made by the owner to pay the account by the foreclosure day, the property shall be foreclosed and sold at foreclosure sale. The Association may bid at such sale by and through its attorney to complete the sale in accordance with the law.
- b. Upon case-by-case approval of the Board of Directors, the Association's attorney may be authorized to file a deficiency suit against the owners whose units have been foreclosed, but who still owe a balance of assessments to the Association.
- c. This Policy, adopted by the Board of Directors, shall be applicable to all collections.



*Tenesha Hudspeth*



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# Pages 6  
10/25/2023 08:46 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$34.00

RECORDERS MEMORANDUM  
This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or  
use of the described real property because of color or  
race is invalid and unenforceable under federal law.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stamped  
hereon by me; and was duly RECORDED in the Official  
Public Records of Real Property of Harris County, Texas.



*Tenesha Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



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I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office  
This January 9, 2024

Teneshia Hudspeth, County Clerk  
Harris County, Texas

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

