

3
NOTICE
2

WESTBANK HOMEOWNERS ASSOCIATION, INC.

107

PROPERTY OWNERS' ASSOCIATION COLLECTION POLICY (e.g., Regarding Delinquent Assessments, Fees and Charges)

I. The name(s) of the Subdivision(s) is/are WESTBANK, SECTIONS ONE (1), TWO (2), THREE (3), FOUR (4) and FIVE (5), also known as CARRIAGE LANE.

cell

II. The name of the Corporation is WESTBANK HOMEOWNERS ASSOCIATION, INC., sometimes referred to herein as the "Association."

III. The ASSOCIATION has jurisdiction over Westbank, Sections One (1) through Five (5), inclusive. The maps or plats, respectively, are recorded in the Map Records of Harris County, Texas, as follows:

- 1) Westbank, Section One (1) – Volume 217, Page 76;
- 2) Westbank, Section Two (2) – County Clerk's File No. E495367, and Film Code Nos. 124-09-1715 - 124-09-1716;
- 3) Westbank, Section Three (3) – Volume 252, Page 66;
- 4) Westbank, Section Four (4) – Volume 284, Page 148; and
- 5) Westbank, Section Five (5) – Volume 284, Page 149.

IV. The recording data for the Declaration (which may be referred to as the "Declaration," the "Restrictions," the "Deed Restrictions," the "Covenants, Conditions and Restrictions," the "Restrictions and Covenants" or the "CC&Rs") for each Section of the Subdivision, including Amendments, Modifications and/or Supplements as applicable, is as follows:

- 1) Westbank, Section One (1) – Harris County Clerk's File No. E231472, and Film Code No. 108-09-2011;
- 2) Westbank, Section Two (2) – Annexation and Controlling Reference to Section One (1) Declaration recorded under Harris County Clerk's File No. E725868, and Film Code No. 138-13-0869;
- 3) Westbank, Section Three (3) – Annexation and controlling reference to Section One (1) Declaration recorded under Harris County Clerk's File No. F461608, and Film Code No. 186-07-0170;
- 4) Westbank, Section Four (4) – Annexation and controlling reference to Section One (1) Declaration recorded under Harris County Clerk's File No. F966865, and Film Code No. 120-83-2136; and
- 5) Westbank, Section Five (5) – Annexation and controlling reference to Section One (1) Declaration recorded under Harris County Clerk's File No. F966864, and Film Code No. 120-83-2132.

V. **COLLECTION POLICY:** The following Collection Policy was approved by at least a majority vote of the Board of Directors of WESTBANK HOMEOWNERS ASSOCIATION, INC. (the "Board"), at a duly called Meeting of the Board, at which Meeting a quorum was present. The Association provides a number of services for the Westbank community, also known as the Carriage Lane community. While the vast majority of property owners ("Owners") do timely pay, there is generally a percentage of owners who do not. The obligation to pay annual assessments/maintenance charges ("assessments") is mandatory for all property owners. The Association's current Collection Policies and Procedures, which supersede and replace any previously recorded Collection Policy, are as follows:

1. The Association mails out invoices for the annual assessment at least thirty (30) days before the due date.
2. Payment in full is due annually in advance on January 1 of each year. However, there is no late fee, penalty or interest charged so long as the full payment is received by the Association on or before January 31 of each year.
3. Should an Owner fail to pay the full amount of the assessment currently due on or before January 31 of any year, the Association may apply the following schedule:
 - a) At any time after January 31, the Association may authorize the preparation and recording of an Affidavit or Notice of Lien (e.g., identifying the delinquent property by address and legal description, identifying the Owner(s), and evidencing the amount of the current delinquency). The amount of the current delinquency will include the costs of preparing and recording the Affidavit or Notice of Lien.
 - b) A late fee, in an amount determined by the Board, may be added to each delinquent account on February 1st. Additionally, the Association may charge interest at the rate it is entitled to under its Governing Documents/Dedicator Instruments. In the event that no interest rate is specified, the statutory rate (e.g., six percent (6%) per annum) may be charged.
 - c) An administrative fee or fees (or managerial fee or fees) may be applied to each delinquent account. Further, the charge(s) for any managerial follow-up, notice and/or demand letters, as applicable, will be applied to the Owner's assessment account.
 - d) Prior to a delinquent account being initially referred to the Association's attorney for legal action (other than the preparation and recording of an Affidavit or Notice of Lien as described in "a" above), the Association will mail a forty-five (45) day statutory notice letter to the property owner(s).
 - e) During the course of a payment plan, the Association may charge interest at the rate it is entitled to under its Governing Documents/Dedicator Instruments and may also charge reasonable costs of administering the payment plan (which may be a one-time charge or charged per month). There may also be a fee charged for setting up the payment plan.
 - f) If an Owner(s) default(s) on a payment plan, the payment plan is automatically terminated and the Association is not obligated to make another payment plan with that owner(s) relative to annual assessments and/or special assessments for the next two (2) years.
 - g) All items that remain delinquent with no payment arrangements, or with defaulted payment arrangements, may be referred to the Association's Attorney for a legal demand letter(s) and further legal action as may be authorized by the Association.
 - h) Pursuant to the Restrictions, and pursuant to applicable Texas Statutory Law, legal fees, expenses and costs incurred in the Association's effort to collect a delinquent assessment account (including, but not limited to, the preparation and recording of a Notice of Lien and Affidavit of Delinquent Assessments and/or subsequent Release thereof), will be charged back to the assessment account and shall be secured by the Association's assessment lien, and reimbursement thereof shall be the responsibility of the Owner(s).

- i) All delinquent items, whether with the attorney's office or whether being handled by the manager, are subject to periodic review by the Association's Board or an appointed Committee.
- j) Returned Check Fee(s), in addition to any bank charges, will be charged to the Owner(s), and reimbursement thereof shall be the responsibility of the Owner(s).
- k) All items placed with the Association's attorney will remain with the attorney's office until paid in full.

CERTIFICATION

"I, the undersigned, being the President of WESTBANK HOMEOWNERS ASSOCIATION, INC., hereby certify that the foregoing Collection Policy Resolution was adopted by at least a majority of the Association's Board of Directors, and such Collection Policy Resolution has never been modified or repealed, and is now in full force and effect."

**WESTBANK HOMEOWNERS ASSOCIATION,
INC.**

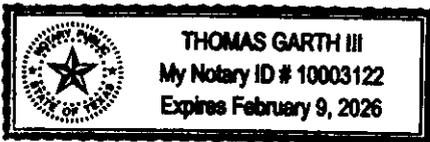
By: Virginia Hurlbut
Virginia Hurlbut, President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, A NOTARY PUBLIC, on this day personally appeared Virginia Hurlbut, President of WESTBANK HOMEOWNERS ASSOCIATION, INC., a Texas Non-Profit Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and for the consideration therein expressed, and as the act and deed of such Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 9TH day of MARCH, 2022.



Thomas Garth III
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

✓

After recording, return to:
Westbank Homeowners Association, Inc.
P. O. Box 2298
Spring, Texas 77383-2298

Westbank Homeowners Association, Inc.
Collection Policy (e.g., Regarding Delinquent Assessments, Fees and Charges)

FILED FOR RECORD

1:17:19 PM

Wednesday, March 23, 2022



COUNTY CLERK, HARRIS COUNTY, TEXAS

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

Wednesday, March 23, 2022



COUNTY CLERK
HARRIS COUNTY, TEXAS