

ADDITIONAL DEDICATORY INSTRUMENT
for
TIMBERCREST HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF HARIS §

BEFORE ME, the undersigned authority, on this day personally appeared **Melissa Walters**, who, being first duly sworn, stated on oath the following:

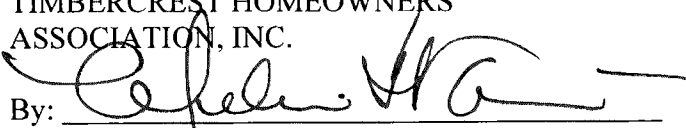
“My name is Melissa Walters. I am competent and authorized to submit this affidavit on behalf of Timbercrest Homeowners Association, Inc. The statements made herein are based upon my personal knowledge and are true and correct.

“I am the Secretary of Timbercrest Homeowners Association, Inc. Pursuant to Section 202.006 of the Texas Property Code, the following document(s) is a true and correct copy of an original official document(s) on file with the Association:

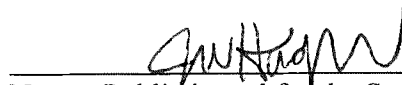
(1) Collections and Payment Plan Policy.”

DATED this 8th day of March, 2024.

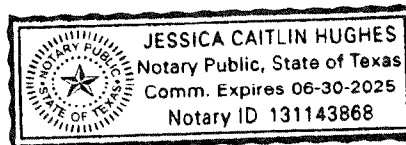
TIMBERCREST HOMEOWNERS
ASSOCIATION, INC.

By: 
Melissa Walters, Secretary

SIGNED AND SWORN BEFORE ME THIS 8th DAY OF March, 2024.


Notary Public in and for the State of Texas

Return to:
Melissa Walters
Timbercrest Homeowners Association, Inc.
P.O. Box 88261
Houston, Texas 77288



RP-2024-116646

**TIMBERCREST HOMEOWNERS ASSOCIATION, INC.
RESOLUTION**

WHEREAS, the Timbercrest Addition subdivision of Harris County, Texas, as described in **Volume 17, Page 48**, of the Map Records of Harris County, Texas (the "Subdivision"), is subject to the Declaration of Covenants, Conditions and Restrictions of Timbercrest Addition, recorded under **File No. 562-80-1649** in the Real Property Records of Harris County, Texas (collectively, the "Declaration");

WHEREAS, pursuant to the Declaration, it is enforceable and enforced by Timbercrest Homeowners Association, Inc. (the "Association"), acting through its Board of Directors in accordance with the Bylaws of Timbercrest Homeowners Association, recorded under **File No. RP-2024-83530** in the Real Property Records of Harris County, Texas (the "Bylaws");

WHEREAS, the Declaration provides that every record owner of a Lot in the Subdivision shall be a Member of the Association and shall be obligated to pay annual and special assessments; any other charges provided for by the Declaration; and interest, costs, and reasonable attorneys' fees incurred by the Association to enforce the Declaration, which such obligation shall be enforceable by, *inter alia*, foreclosure of a lien in favor of the Association; and

WHEREAS, the Association, acting through its Board of Directors, is obligated to establish an alternative payment scheduled by which a Member may make partial payments to the Association for delinquent amounts owed to the Association;

NOW THEREFORE, upon a duly-called Meeting of the Board of Directors, the following Collections and Payment Plan Policy is hereby ADOPTED:

COLLECTIONS AND PAYMENT PLAN POLICY

A. Due Dates for Annual Assessments.

The Annual Assessment is due by January 1 of each year, or as otherwise provided by the Board of Directors, but upon at least 30 days' notice. Any special assessments properly adopted by the Association are due within 30 days of assessment unless extended by the Board of Directors.

Any payment not received within thirty (30) days of the due date shall incur interest as the lesser of 15% *per annum* or the maximum rate permitted by law, compounded annually, from the 31st day after the due date until all sums due are paid in full.

Any Member in arrears for more than 45 days may be referred to the Association's legal counsel for enforcement action including the foreclosure of the Association's continuing lien on such Member's Lot. The Association's failure to refer such Member to legal counsel at that time or at any time

thereafter, or its failure to commence additional enforcement actions, shall not be deemed a waiver of the Association's right to do so thereafter as to any Member.

B. Partial Payments and Application of Funds.

1. **Partial Payments.** Partial payments will not prevent the imposition of a late fee or the accrual of interest on the unpaid portion of the assessment.

2. **Priority of Payments.** If, at the time the Association receives a payment from an Member, the Member is not in default under a payment plan with the Association, the payment shall be applied in the following order of priority:

- i. Delinquent assessments;
- ii. current assessments;
- iii. attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- iv. any reasonable attorney's fees incurred by the Association that are not subject to Paragraph 2(iii);
- v. any reasonable fines assessed by the Association; and
- vi. any other reasonable amount owed to the Association.

If, at the at the time the Association receives a payment from a Member, the Member is in default under a payment plan with the Association, the payment shall be applied in the following order of priority:

- i. Interest on past due assessments;
- ii. late fees;
- iii. attorneys' fees and other costs of collection;
- iv. delinquent assessments;
- v. current assessments; and

vi. fines.

C. Payment Plans.

(i) Provided the Member requests a payment plan within 45 days of the Member's delinquency, all Members are entitled to request and receive an alternative payment schedule by which the Member may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association.

Notwithstanding the foregoing, a Member shall not be permitted to enter into a payment plan more than once in any 12-month period or if the Member has failed to honor the terms of a previous payment plan during the two years following the Member's default under the previous payment plan.

(ii) Provided the Member is in compliance with the plan, the Member will not incur additional late fees or collection costs during the term of the plan. However, the Association reserves the right to charge a fee to administer the plan. Interest on the delinquent assessments will continue to accrue and be payable during the term of the plan.

(iii) The payment plan shall be in writing and signed by the Association and all owners of the Lot for which assessments or other sums are delinquent. The plan shall be "active" upon receipt of the written agreement and the first payment due under the plan.

(iv) Payment plans shall be for a minimum of three and no more than eighteen months based on the following general guidelines:

1. Delinquency up to two (2) times the annual assessment: Up to six (6) months.
2. Delinquency up to three (3) times the annual assessment: Up to twelve (12) months.
3. Delinquency in excess of three (3) times the annual assessment: Up to eighteen (18) months.

However, the Board of Directors retains discretion to depart from these guidelines as it deems appropriate.

(v) All assessments that become due during the term of the plan must be paid on time as they become due.

(vi) A Member shall be in default under a plan if s/he fails to make a payment due thereunder in full and on time and/or fails to pay future assessments in full and on time as they become due.

(vii) Nothing herein shall prohibit the Association from providing more generous payment plan terms to a Member who establishes good cause for such terms.

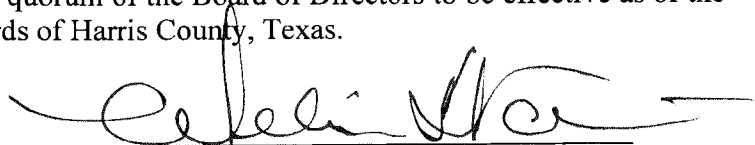
(viii) This policy and the fees provided herein shall not apply to any payment plan offered to a Member following the referral of a delinquent account to the Association's legal counsel.

D. Returned Check Fees.

A \$50.00 fee will be assessed for all checks returned due to insufficient funds or otherwise returned unpayable.

Nothing herein is intended to alter, modify, or amend the Declaration or any other governing document of the Association except as specifically provided herein.

I am a duly-elected officer of Timbercrest Homeowners Association, Inc., and certify under penalty of perjury that the foregoing Collections and Payment Plan Policy was properly adopted on the 7th day of March, 2024, in accordance with the provisions of the Declaration, Bylaws, and Texas law, by a vote of a majority of a quorum of the Board of Directors to be effective as of the date it is recorded in the Official Records of Harris County, Texas.


Melissa Walters, Secretary

RP-2024-116646
Pages 6
04/03/2024 07:29 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$41.00

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2024-116646