

RESOLUTION OF  
SUGARBERRY PLACE PHASE II HOMEOWNERS' ASSOCIATION, INC.

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

DATED: 10, 12, 2021.

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

I, Renee Foley, the President of SUGARBERRY PLACE PHASE II HOMEOWNERS' ASSOCIATION, INC. (the "Association"), do hereby certify that at a regular meeting of the Board of Directors of the Association held on 10-12-, 2021, 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;

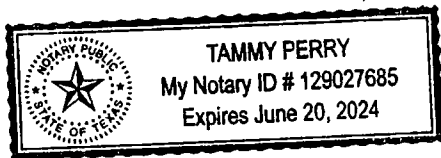
IT IS, HEREBY, RESOLVED that SUGARBERRY PLACE PHASE II HOMEOWNERS' ASSOCIATION, INC. adopts this formal resolution for the purpose of filing the aforementioned document in this County's Real Property Records.

Dated: 10/12/2021 Renee Foley

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 12<sup>th</sup> day of October, 2021, by Renee Foley as President of SUGARBERRY PLACE PHASE II HOMEOWNERS' ASSOCIATION, INC., on behalf of said corporation.



[Signature]  
Notary Public in and for the State of Texas

RP-2021-604986

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 the 30<sup>th</sup> day after invoice, and are deemed delinquent if not received by 5:00 p.m. on that day.

All assessment account balances, which shall include any applicable administrative fees, late fee charges, and attorney's fees, shall bear interest at a rate of at least twelve percent (12%) 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**

All Owners whose accounts with the Association are delinquent shall receive a Notice, in

RP-2021-604986

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 its opportunity to cure default within forty-five (45) days, and shall be sent to the Owner by U. S. Certified Mail, Return Receipt Requested.

4. **Collection by Association's Attorney.** Any assessment account balance remaining unpaid for seventy-five (75) days 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 amount of the assessments.

5. **Payment Plans**

- a. **Availability.** Payment plans are automatically available to an Owner whose account with the Association is delinquent, within the initial forty-five (45) day grace period provided above. 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 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.
- 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 legal counsel is 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.

RP-2021-604986  
# Pages 5  
10/20/2021 11:27 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$30.00

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-2021-604986