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**AFFIDAVIT OF THE**  
**MEMORIAL NORTHWEST HOMEOWNERS ASSOCIATION, INC.**  
**TO FILE DEDICATORY INSTRUMENTS PURSUANT TO**  
**TEXAS PROPERTY CODE §202.006**

STATE OF TEXAS

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RP-2019-435203  
10/01/2019 RP2 \$32.00

COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared Robert V. North, Attorney and Agent-in-Fact for the Memorial Northwest Homeowners Association, Inc., known to me and who being by me duly sworn, upon oath, deposes and states:

"My name is Robert V. North. I am above the age of eighteen years and am fully competent to make this Affidavit. I am the attorney and agent-in-fact for the Memorial Northwest Homeowners Association, Inc. ("Association"), a Texas non-profit corporation, operating in Harris County, Texas. I have personal knowledge of all the facts stated herein and am fully authorized to make this Affidavit in behalf of the Association.

In my capacity as attorney and agent-in-fact for the Association, I am, in part, responsible for maintaining some of the Association's business records. I have reviewed the Association's business records and the statements below are within my personal knowledge true and correct.

I am a custodian of the records of the Association. Attached to this Affidavit are a number of pages of records from the Association. The attached records are kept by the Association in the regular course of business, and it was the regular course of business of Association for an employee or representative of the Association, with knowledge of the act, event, condition or opinion, to make the record or transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The records attached hereto are the original or exact duplicates of the original. A list of these records is as follows:

- 1) Collection Policy Memorial Northwest Homeowners Association Effective August 6, 2019"

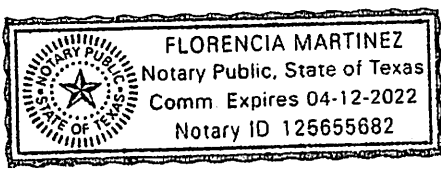
FURTHER AFFIANT SAYETH NOT.



Robert V. North  
Attorney and Agent-in-Fact  
Memorial Northwest Homeowners Association, Inc.

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SIGNED AND SWORN TO BEFORE ME, on this 20<sup>th</sup> day of September, 2019.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public in and for the State of Texas

**After Recording, Please Return To:**  
NORTH LAW, P.C.  
1010 Lamar, Ste 1500  
Houston, TX 77002

**COLLECTION POLICY**  
**MEMORIAL NORTHWEST HOMEOWNERS ASSOCIATION**  
**Effective August 6, 2019**

This collection policy is adopted by the Association's Board of Directors in pursuant to the Texas Property Code Chapter 209:

**ANNUAL ASSESSMENTS**

The Memorial Northwest Homeowners Association imposes an annual assessment upon all properties within the jurisdiction of the Memorial Northwest Homeowners Association to maintain the common areas, protect property values and enhance the quality of life.

**DUE DATE**

Annual Assessments are due on or before January 31st of each year. Statements of assessment are mailed out annually to all owners at least thirty (30) days prior to the due date. *Non-receipt of a statement or invoice is not a defense to payment of assessments or other charges.* An owner who does not receive a statement or invoice is responsible for contacting the Association to advise of non-receipt and confirm that the Association has the owner's current contact information. Special consideration may be given to new owners who have not received an invoice since becoming a member of Memorial Northwest Homeowners Association via real estate closing transaction.

Notice of delinquency shall be sent to all delinquent owners on or after February 1<sup>st</sup> of each year, unless an owner's account is already referred to the Association's attorney for collection in accordance with State law.

**LATE CHARGE**

A late fee in the amount of \$50 shall be applied on February 1st of each calendar year to an owner's account for any uncollected assessment balance remaining after the due date. The late fee helps defray the additional administrative time required for collection of unpaid assessments.

**INTEREST CHARGE**

An interest charge of six percent (6%) per annum shall be applied to the unpaid balance of an owner's account until the account balance is paid in full.

**BANKING CHARGE**

A fee of up to \$50 will be levied for each returned check or rejected payment. In the event an owner delivers two or more checks within a 6-month period that are returned by the bank, the Association

reserves the right to require that future payments be made by money order, cashier's check, or other certified funds.

## **PAYMENT ARRANGEMENTS**

The Association is required to offer a statutory one-time payment plan before referring the account to an attorney or collection agent, provided that the owner hasn't defaulted on any payment plan within the previous 2-year period. The Association may offer payment plans later in the collection process at the Board of Director's ("Board") sole discretion. If an owner does not accept or defaults on the initial payment plan offer, then the Association does not have to offer the same payment terms at a later time. As a general rule, the older and larger a delinquent account becomes, the stricter the payment plan terms will be.

## **PAYMENT PLAN**

Once an account is delinquent, the Association will send an offer of a payment plan to the owner (provided the owner has not defaulted on a payment plan in the preceding two years). The Association may charge a fee for administering the payment plan as well as any accrued interest. Among the factors that will be considered in setting payment plan terms are: length of delinquency, amount due, owner's payment history, reason for non-payment, owner performance on previous payment plans, and violation history (to the extent it reflects owner's willingness to abide by Association rules and standards), as well as any other relevant circumstances. The Association shall have discretion to tailor the payment plan to an owner's personal circumstances, and thus, payment plan terms may not be identical for all owners. This payment plan option is offered in accordance with all applicable State law.

## **AUTHORIZATION**

The Board authorizes the managing agent and the Association's attorney (who each may act without the joinder of the other) to set payment plan terms for an owner following the expiration of the Association's statutory payment plan offer or an owner's default under the plan. The Board also reserves the right to authorize the Association's attorney to pursue all legal remedies to collect the unpaid Assessments and all collection charges, including attorney's fees, on an owner's account.

## **ADDITIONAL COLLECTION COSTS**

The Association is authorized by the Declaration of Covenants, Conditions and Restrictions to charge all collection costs, interest and attorney's fees to a delinquent owner's account, and these amounts accrue to a contractual lien that secures payment of the annual assessments. The owner must promptly reimburse these charges to the Association or be subject to enforcement of the lien including a possible action for judicial foreclosure.

**PARTIAL OR CONDITIONAL PAYMENTS**

The Association will return to the owner all payments that are (a) delivered with a notation "payment in full" or comparable stipulation that do not discharge the entire balance owed and/or (b) backdated to make it appear that a late payment was tendered on time.

Acceptance of any partial payment by the Association pursuant to a payment plan or otherwise does not constitute the Association's acceptance of any defense of accord and satisfaction asserted by the owner, and the owner shall be responsible for discharging any remaining balance on their account following the application of any such partial payments.

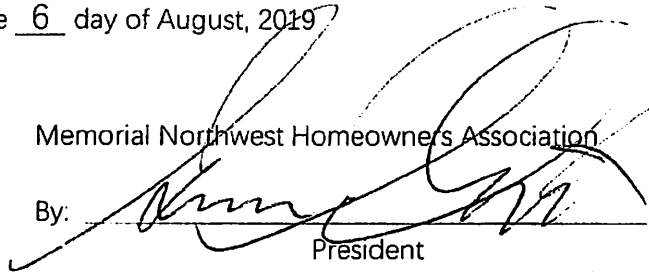
**CERTIFICATION**

I, the undersigned, being the President of the Memorial Northwest Homeowners Association, hereby certify that the above Collection Policy was adopted by at least a majority of a quorum of the Board of Directors on June 4, 2019, and such Collection Policy has never been modified or repealed and is now in full force and effect.

TO CERTIFY which witness my hand this the 6 day of August, 2019

Memorial Northwest Homeowners Association

By: \_\_\_\_\_



President

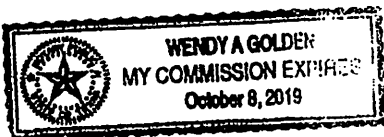
Printed Name: Greg Schindler

STATE OF TEXAS §

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COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 8 day of August, 2019, personally appeared Greg Schindler, President of the Memorial Northwest Homeowners Association, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



Wendy A. Golden  
Notary Public in and for the State of Texas

FILED FOR RECORD

12:06:35 PM

Tuesday, October 1, 2019

*Diane Mautman*

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

Tuesday, October 1, 2019



*Diane Mautman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS