

**MILLS BRANCH VILLAGE COMMUNITY ASSOCIATION, INC.  
COLLECTION POLICY**

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

WHEREAS, Mills Branch Village Community Association, Inc. (the "Association"), a Texas nonprofit corporation, is the governing entity for Mills Branch Village, Sections 1-6, additions in Harris County, Texas, according to the maps or plats thereof recorded in the Map Records of Harris County, Texas, under Clerk's File Nos. J743344; L078799 as amended by N490604; M858027 as amended by N040686; N294655 as amended by N680218; N713496; and N881906, respectively, (the "Subdivision"); and

WHEREAS, the Association's Declarations provide that assessments not paid by their due date shall be delinquent and that the Association's lien may be enforced by suit, judgment, and foreclosure under Texas Law; and

WHEREAS the Association's Board of Directors has determined that is desirable to enact a collection policy outlining the Association's standard procedures for handling delinquent assessment accounts; and

WHEREAS Section 204.010(a)(13) of the Texas Property Code authorizes the Association, by and through its Board of Directors, to adopt rules regulating the collection of delinquent assessments and the application of payments; and,

WHEREAS this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code §202.001, et. seq, and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, in view of the foregoing and in compliance with the Texas Property Code, the Association hereby adopts and imposes on the Subdivision the following:

**COLLECTION POLICY**

1. The annual assessment shall be due and payable on the first day of April each year. Any assessment not paid when due shall be considered delinquent as provided by the Declaration.
2. If an Assessment remains unpaid by May 1st, a 45-day demand letter for payment, as required by law, will be issued *via* certified mail, return receipt requested. This letter will advise the Owner that, should payment not be received before its expiration, the account will be referred to the Association's attorney, at which time legal fees will be incurred and billed to the owner. This 45-day demand letter shall further specify the late fees and interest charges that have and will continue to accrue in accordance with Article 3 of this policy.

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3. If the delinquency remains uncured by May 1st, the following additional charges will be added to the Owner's assessment account:

a. A **late fee** of \$50.00;

b. interest charges of 18% per annum, or the highest rate per annum allowed under the laws of the State of Texas, whichever is greater, dating back to the start of the delinquency.

4. If payment is still not received after expiration of the 45-day demand letter, the account will be referred to the Association's attorney with instructions to send the aforementioned demand letter.

5. If payment of the delinquent amount is not made following the attorney's demand letter, the Board will review the delinquency file with the Managing Agent and may elect a remedy at law or equity, which may include but is not limited to, filing a small claims petition, seeking a judicial foreclosure in civil district court, or any other remedy authorized by the Declaration.

**[SIGNATURE BLOCKS AND ACKNOWLEDGEMENT FOLLOW]**

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**CERTIFICATION**

"I, the undersigned, being a Director of Mills Branch Village Community Association, Inc., hereby certify that the foregoing Instrument was approved by the vote of at least a majority of the Association's Board of Directors at a duly noticed open meeting of the Board of Directors, at which a quorum of the Board was present."

By: [Signature]

Print Name: JERRY R. KAUBORN

Title: PRESIDENT

**ACKNOWLEDGEMENT**

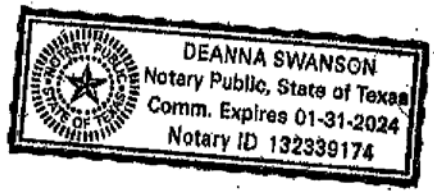
STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated, and that the statements therein are true and correct.

Given under my hand and seal of office this 21<sup>st</sup> day of July, 2022.

[Signature]  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
Holt & Young, P.C.  
9821 Katy Freeway, Suite 350  
Houston, Texas 77024



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# Pages 4  
02/27/2023 10:55 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$26.00

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

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