

- (1) Declaration of Covenants, Conditions and Restrictions for Westbourne, Section One.
- (2) Ratification of Declaration of Covenants, Conditions and Restrictions for Westbourne, Section One (1)
- (3) Amendment to Declaration of Covenants, Conditions and Restrictions for Westbourne, Section One.
- (4) Amendment to Declaration of Covenants, Conditions and Restrictions for Westbourne, Section One.
- (5) Amendment to Declaration of Covenants, Conditions and Restrictions for Westbourne, Section One.
- (6) Correction Amendment to Declaration of Covenants, Conditions and Restrictions for Westbourne, Section One.
- (7) Supplemental Declaration of Annexation of Westbourne, Section Two to Westbourne, Section One.
- (8) Correction Supplemental Declaration of Annexation of Westbourne, Section Two to Westbourne, Section One.
- (9) Supplemental Declaration of Annexation to Westbourne, Section One.

b. Recording Information:

- (1) Harris County Clerk's File No. G071434.
- (2) Harris County Clerk's File No. G075968.
- (3) Harris County Clerk's File No. G238945.
- (4) Harris County Clerk's File No. G463400.
- (5) Harris County Clerk's File No. H952158.
- (6) Harris County Clerk's File No. K372241.
- (7) Harris County Clerk's File No. J668398.
- (8) Harris County Clerk's File No. K158426.
- (9) Harris County Clerk's File No. H952157.

"Declaration" also includes any other applicable amendments, annexations or supplements not included in the list above and any future amendments, annexations or supplements.

1.3. Dedicatory Instruments - Each document governing the establishment, maintenance or operation of the properties within the Property, as more particularly defined in Section 202.001(1) of the Texas Property Code.

1.4. Property - shall mean the following:

- Westbourne, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 287, Page 39 and replatted in Volume 316, Page 49 of the Map Records of Harris County, Texas, and all amendments to or replats of said maps or plats, if any.

- Westbourne, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 324, Page 61 of the Map Records of Harris County, Texas, and all amendments to or replats of said maps or plats, if any.

“Property” shall also include any and all other subdivisions that have been annexed or will be annexed into or otherwise fall under the jurisdiction of the Association, if any, that are not included above.

Other capitalized terms used herein have the same meanings as that ascribed to them in the Declaration.

Section 2. Due Date. Each annual assessment shall be due by the first (1st) day of January or such other date established by the Declaration or the Board. Each special assessment due date will vary depending on membership vote approving same. All other Assessments shall be due in the time period established by the Board if such date is not established in the Declaration.

Section 3. Cost Recovery. Each Assessment, together with interest, costs, and reasonable attorney’s fees incurred in a collection action shall be secured by a continuing lien upon each Lot and shall be the personal obligation of the Owner. Unless otherwise prohibited by law or as otherwise provided by the Association’s Dedicatory Instruments, all costs of collection, expenses, and fees charged to, or paid by, the Association collecting, or attempt to collect, Assessments shall be assessed against the Lot and shall also become the personal obligation of the Owner as and when incurred. Cost of collection shall include, but not be limited to, charges imposed by the Association for sending collection notices/letters, charges imposed by the Association’s management company for sending collection notices/letters, attorney fees, legal expenses (postage, copies, filing fees, etc.), and charges or administrative costs/fees imposed by the Association’s management company for monitoring delinquent accounts and/or turning over delinquent accounts to the Association’s collection agent (including the Association’s attorney).

Section 4. Delinquency Processing. The delinquent date for all Assessments will be thirty (30) days from the Due Date, unless otherwise stated in the Declaration or action approving same.

Section 5. Notices. All collection notices sent to the Owner below shall contain notice of the amount then due.

- 5.1. **Delinquent Notice(s).** The Association may, but is not required to, send one or more delinquent notices at a time to be determined by the Board before sending the Final Delinquent Notice described below.
- 5.2. **Final Delinquent Notice.** The Association shall, before turning a delinquent owner over to a collection agent (including the Association’s attorney), send to the Owner a notice that complies with Section 209.0064 of the Texas Property Code. Additionally, if an Owner’s use rights in the Common Properties/Common Facilities are to be suspended, the notice may include the provisions required by Section 209.006 of the Texas Property Code. The

Association retains the right to send a letter that complies with Section 209.006 of the Texas Property Code regarding suspension of an Owner's Common Properties/Common Facilities use rights as a separate mailing.

Section 6. Interest. Unless otherwise provided by the Declaration, any Assessment not paid within thirty (30) days of the Due Date shall bear interest from the Due Date at the rate of ten percent (10%) per annum.

Section 7. Late Charge. A late charge of \$50.00 shall be incurred for any annual assessment or special assessment that is not paid in full within thirty (30) days of the Due Date. The late charge will be incurred if any portion of the Assessment is due and owing thirty (30) days after the due date. Assessment is delinquent, or some portion less than the full amount of the applicable Assessment is delinquent. Late charges are in addition to, not in lieu of, interest.

Section 8. Payment Plan and Partial Payments. All Owners will be offered a payment plan in accordance with Section 209.0062 of the Texas Property Code and the Association's Payment Plan Policy. Partial payments that are accepted shall be posted in accordance with Section 209.0063 of the Texas Property Code. Any payment for less than the full amount due at the time payment is made shall not constitute waiver or forgiveness of the remaining balance. If an Owner enters into a payment plan per the Association's Payment Plan Policy, Owner is responsible for any and all administrative cost provided for in the Payment Plan Policy.

Section 9. Dishonored Checks. Checks dishonored by the bank (e.g., NSF checks) may (but are not required to) be re-deposited by the Association. Whether or not a dishonored check is re-deposited, a dishonored check will incur a dishonored check processing fee in the amount of \$25.00 to offset the additional processing involved and a dishonored check notice may (but is not required to) be sent requesting payment in full by cashier's check or money order. In the event a dishonored check notice is sent and the amount due is not paid in full within ten (10) days of the mailing of the dishonored check notice, the Association may initiate or continue collection activity. In addition to the dishonored check fee charged by the Association, any bank fee(s) or any other type of fee(s) charged to the Association because of the dishonored check shall be charged against the Owner's account and the amount of the dishonored check shall be reposted to the Owner's account as allowed by law. An Owner shall be responsible for all charges and/or fees incurred by the Association as a result of a dishonored check.

Section 10. Owner's Mailing Address. It is the responsibility of each Owner of a Lot in the Property to provide the Owner's mailing address to the Association and to promptly notify the Association in the event the Owner's mailing address changes. In order to be effective, notice of the Owner's mailing address or a change of the Owner's mailing address must be mailed to the Association by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. It is the Owner's responsibility to maintain evidence of receipt by the Association of Owner's notice of address change. The Association may, at its discretion, accept a notification of a change in an Owner's mailing address sent by regular mail or e-mail, however, an Owner that disputes the mailing address listed in the Association's records must be able to prove that the Owner sent an address change notification by providing evidence of receipt by the Association of Owner's notice of address change that was sent by any method of mailing for which evidence of receipt of such

mailing by the Association is provided by the United States Postal Service or a common carrier. Unless the Association is otherwise notified in writing, the Owner's mailing address shall be deemed to be the address of the Owner's Lot in the Property or the last alternative mailing address provided to the Association by the Owner in writing. All notices to an Owner pursuant to this Policy shall be mailed to the Owner at the Owner's last known mailing address. If mail to an Owner is returned undelivered, or the Association otherwise reasonably determines that the last known mailing address of the Owner may not be valid, the Association has the right, but not the obligation, to conduct a title search or other searches for the purpose of attempting to either verify the Owner's current mailing address or obtain the Owner's current mailing address. Any costs incurred by the Association to verify an Owner's current mailing address or obtain an Owner's current mailing address shall be, to the extent permissible under the Association's Dedicatory Instruments and state law, charged to the Owner. The failure of an Owner to receive a notice(s) or to properly notify the Association of a change in an Owner's mailing address shall in no way waive or negate the Owner's obligation to pay any Assessment or charge(s) authorized by the Declaration or state law. The submission of a check or other form of payment to the Association which sets forth an alternative address does not constitute notice of a change of the Owner's mailing address.

Section 11. Referral of Account to Association's Attorney. The Association, the Board, an individual Board member, or the Association's management agent may, without further approval of or action needed by the Board other than the adoption of this Policy in the open session of a properly noticed Board meeting, refer any account to the Association's collection agent (including the Association's attorney) on which any portion of: (a) the current year's Assessment is delinquent; and/or (b) any portion of a previous year's Assessment is delinquent; and/or (c) any other charge(s) due and owing to the Association that is authorized in the Association's Dedicatory Instruments or by state law is delinquent. Upon referral of an account to the Association's collection agent (including the Association's attorney) for collection, the collection agent is authorized to, without further instruction from the Board, take whatever action is necessary to collect the amount due including, but not limited to, sending demand letters, filing a lawsuit against the delinquent Owner for a money judgment and/or a judicial foreclosure, instituting an expedited foreclosure action if authorized by the Declaration and/or state law, foreclosing on the Lot or any non-exempt assets of an Owner, and, in the event an Owner files bankruptcy, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

Section 12. Required Action. Nothing contained herein, not otherwise required by the Declaration or by law, shall require the Association to take any of the actions contained herein. The Association's Board of Directors shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis and proceed with collection activity as in its best judgment deems reasonable.

Section 13. This Policy replaces and supersedes any previous collection policy, if any, adopted by the Association including, but not limited to, the Late Fees, Collection Costs and Deed Restriction Enforcement Costs Policy filed at Clerk's File No. Y659147 in the Official Public Records of Real Property of Harris County, Texas.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Collection Policy was approved by at least a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

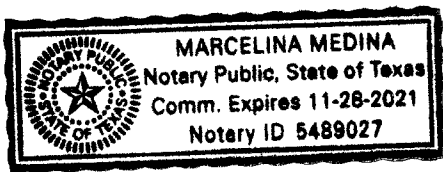
WESTBOURNE HOMEOWNERS ASSOCIATION, INC.

By: *Gailagina Medina*

Printed: Gailagina Medina
Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 2 day of December, 2019, personally appeared Gailagina Medina as Secretary of Westbourne Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



Marcelina Medina
Notary Public in and for the State of Texas

RP-2019-537724