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Notice

**RESOLUTION OF THE BOARD OF DIRECTORS
OF WESTLAKE VILLAGE OWNERS ASSOCIATION, INC.
PAYMENT PLAN GUIDELINES**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to Section 209.0062, Texas Property Code, Westlake Village Owners Association, Inc., acting through its Board of Directors, has adopted the following reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments for delinquent regular or special assessments or other amounts owed to the Association, to wit:

Who is entitled to a payment plan:

1. An Owner who has defaulted on a payment plan within the past two years is not entitled to a payment plan.
2. Owners are entitled to enter into a payment plan to make monthly payments for delinquent amounts, fines and other charges owed to the Association.
3. If an owner who is not qualified to receive a payment plan asks for a payment plan, the Board shall be entitled to approve or disapprove the owner's proposed payment plan, in its sole discretion.
4. You may have special rights or relief related to the enforcement action under federal law, including the Service members Civil Relief Act (50 U.S.C.app.Section 501 et seq.), if you are serving on active military duty."

Payment Plan Requirements:

1. All payment plans must be:
 - a. in writing;
 - b. signed by one or more owners of the property associated with the delinquent balance;
 - c. approved by the signature of the President of the Association or the Association Manager; and
 - d. provided that the owner shall pay future assessments when due, in addition to any arrearage payment due under a payment plan.
2. No monetary penalties shall accrue on balances while a payment plan is in effect, but reasonable costs associated with administering the plan and interest shall continue to accrue.

Payment Plan Duration:

1. **Balance of \$300.00 or less, 3 equal monthly installments.** Any qualified owner who owes a delinquent balance of \$300 or less shall be allowed, without deliberation by the Board, to pay that balance in three equal consecutive monthly installments, with the first payment due within the first thirty day period following of the approval of the payment plan.

2. **Balance of \$301.00 or more, 25% down and the remaining balance in 6 installments.** Any qualified owner who owes a delinquent balance of more than \$300 shall be allowed, without deliberation by the Board, to pay that balance by paying twenty-five percent of the balance during the first thirty day period following of the approval of the payment plan, with the remaining delinquent balance to be paid in six equal consecutive monthly installments;
3. Any owner may submit a request for a payment plan that does not meet the foregoing guidelines, along with whatever information they wish the Board to consider, and the Board may approve or disapprove such payment plan, in its sole discretion.
4. **18 month maximum.** Texas law provides that the Association may not accept a payment plan longer than 18 months.

Terms of Default and Consequences:

1. **Default.** A default is classified as the following:
 - a. The owner fails to return a signed Payment Plan form with the initial payment; or
 - b. The owner misses a payment due in a calendar month; or
 - c. The owner makes a payment for less than the agreed upon amount; or
 - d. The owner fails to pay a future assessment by the due date.
2. **Consequence of Default.** The full amount remaining will become due if an owner defaults on a payment plan. The Association may resume the process for collecting amounts owed and use all remedies available under the Declarations and the law.

3rd Party Collection Fees:

1. The above payment plan will be offered to all property owners before turning the file over to a third party for collections.
2. Any property owner who requests a payment plan after their account has been turned over to the Association's Attorney for collection will be subject to legal fees. If a Payment Plan is to be administered or implemented through the Association's Attorney, the Attorney may charge a fee for drafting, implementing and administering the payment plan.

Thus executed this _____ day of _____, 20__

Homeowner requesting payment plan signature

Managing Agent or Westlake Village Board Director

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RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

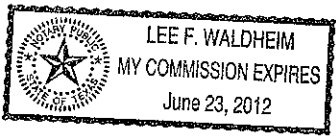
Robert Hall
Westlake Village Board Director Robert Hall

Before me, the undersigned authority, on this day personally appeared ROBERT HALL /pwr/rl
{position} PRESIDENT of Westlake Village Owners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 28 day of NOVEMBER, 2011.

Lee F Waldheim
Notary Public, State of Texas

[Notarial Seal]



Lee F WAlDHEIM
Printed Name

My commission expires: June 23, 2012

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR FACE 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.

APR - 9 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

VV 20: APW INC
11118 Cypress North Houston, TX
Houston TX 77065

FILED FOR RECORD
8:00 AM

APR - 9 2012

Stan Stewart
County Clerk, Harris County, Texas