

AFFIDAVIT OF PROPERTY OWNERS' ASSOCIATION
(PURSUANT TO TEXAS PROPERTY CODE, SECTION 202.006)

PROPERTY OWNERS' ASSOCIATION:

WESTGROVE COURT COMMUNITY ASSOCIATION, INC.

PROPERTY DESCRIPTION:

WESTGROVE COURT, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 27, Page 75, Map Records of Harris County, Texas, SAVE, EXCEPT AND EXCLUDING, Lots One (1), Two (2), Seventeen (17) and Eighteen (18), in Block One (1), and Lots One (1), Two (2) and Twenty-Four (24), in Block Two (2).

The undersigned affiant on oath swears that the following statements are true:

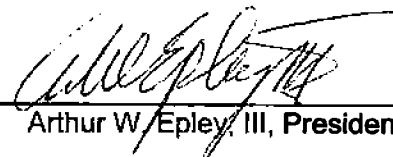
1. Affiant is over the age of eighteen, of sound mind and fully competent to make this affidavit. Affiant is the President of the above designated property owners' association, and as such is duly authorized to make this affidavit. Affiant has personal knowledge of the facts stated herein which are all true and correct.

2. Attached hereto are the exhibits which contain the originals or exact duplicates of the originals of each of the instruments listed below. Each instrument has been duly adopted pursuant to the Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easement for Westgrove Court heretofore filed under Clerk's File No. RP-2019-86181, Official Public Records of Real Property of Harris County, Texas, as amended, and each of the instruments are hereby ratified and confirmed for and on behalf of and as applicable to the above designated property owners' association and property. The Exhibits and instruments as aforesaid are as follows:

A. Payment Plan, Documents Inspection and Copying and Documents Retention Policies

DATED: Oct 23, 2019

WESTGROVE COURT COMMUNITY ASSOCIATION,
INC., a Texas nonprofit corporation

By: 
Arthur W. Epley, III, President

ACKNOWLEDGMENT

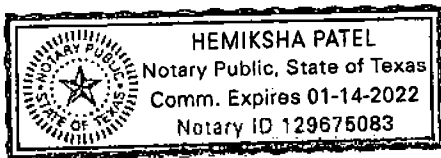
STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on the 23rd day of OCTOBER, 2019, by Arthur W. Epley, III, as the President of WESTGROVE COURT COMMUNITY ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of the corporation.

[SEAL]



H Patel

Notary Public, State of Texas

Printed Name: HEMIKSHA PATEL

After Recording, Please Return To:
Mr. Lou W. Burton
WILSON, CRIBBS & GOREN, P.C.
2500 Fannin Street
Houston, Texas 77002

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WESTGROVE COURT COMMUNITY ASSOCIATION, INC.

PAYMENT PLAN, DOCUMENTS INSPECTION AND COPYING AND DOCUMENTS RETENTION POLICIES

1.0 **Definitions.** All definitions set forth in the Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements for Westgrove Court heretofore filed under Clerk's File No. RP-2019-86181, Official Public Records of Real Property of Harris County, Texas, as amended (the "**Declaration**"), are incorporated by reference herein, including "**Board**" which means the Board of Directors which is the governing body of this Association. The definitions apply, whether or not capitalized herein, and are in addition to any other definitions herein.

2.0 **Payment Plans.**

2.1 **Term.** Upon written request, and subject to **Section 2.2**, an owner is automatically approved for a three-month payment plan for payment of all amounts then due in three equal and consecutive monthly payments, beginning not more than thirty days after the request for the payment plan is received by the Association. Upon written request stating good cause, the Board may but is not required to grant a longer payment plan period not to exceed eighteen (18) months.

2.2 **When Not Available.** The Association is not required to make a payment plan available to an owner who has been given written notice by certified mail after the expiration of the period for cure as stated in the notice (being at least 30 days). The Association is not required to allow an owner to enter a payment plan more than once in any 12-month period. The Association is not required to enter into a payment plan with an owner who has defaulted under a previous payment plan during the two years following the owner's default under the previous payment plan.

2.3 **Payment Plan Amount.** The initial total amount due under the payment plan must be stated in the payment plan agreement. The initial total amount due under a payment plan will be all amounts due to the Association as provided in the Declaration and any other applicable governing documents as of the date of the payment plan agreement, plus (i) reasonable costs associated with administration of the payment plan, and (ii) interest at the rate allowed by the Association's governing documents, or such lesser rate as stated in the payment plan agreement (the "**Payment Plan Amount**"). The Association may not charge additional late fees or other monetary penalties during the term of the payment plan agreement so long as the owner is not in default under the payment plan agreement. Monetary penalties do not include administrative costs or interest.

2.4 **When Effective.** A payment plan is not effective unless and until the applicable owner enters a payment plan agreement. Each payment plan agreement (i) must be in writing on a form provided or approved by the Association, (ii) must be fully completed, dated and signed by the applicable owner, and (iii) is not effective until the properly completed payment plan agreement and any required payment is received by the Association.

2.5 **Owner Records Maintenance Required.** The applicable owner must keep track of payments, including due dates, dates and amounts of payments and remaining payments due. No notices or reminders as to any of the foregoing need be sent. Any

reasonable costs incurred by the Association regarding the foregoing may be charged as costs of administration of the payment plan which must be paid upon demand.

2.6 **Post Settlement Payments.** All assessments and any other amounts which become due to the Association after the date of determination of the Payment Plan Amount must be paid to the Association in full, when due, and in addition to the payments due under the payment plan.

2.7 **Default.** The following provisions apply regarding default and termination of a payment plan:

2.7.1 An owner is considered in default if (i) the owner fails to complete, date, sign and return the payment plan agreement and the initial payment to the Association when due, or (ii) the owner fails to make any payment when due, or (iii) the owner makes any payment for less than the total amount of the payment which is due, or (iv) any payment is returned due to insufficient funds, or is not honored or paid due to any other reason.

2.7.2 A payment plan is automatically terminated and of no further force or effect (i) if the Owner fails to fully cure any default within ten days after the date notice of default is sent to the Owner, or (ii) immediately upon occurrence of any default which occurs after notice of default has been given as aforesaid.

2.7.3 Upon termination of a payment plan:

(a) all amounts due under the payment plan agreement, and all other amounts which would be due to the Association but for the payment plan agreement and which have become due in consequence of the default, automatically and immediately become due and payable in full to the Association; and

(b) the Association may immediately pursue all rights and remedies of the Association under its governing documents, or as otherwise permitted by law; and

(c) the Association has no obligation to accept a payment plan from the defaulting Owner during the two year period following the last date of default prior to termination of the applicable payment plan agreement; and

(d) if, at the time the Association receives a payment, the Owner is in default under a payment plan, the Association may apply the payment in any manner permitted by the Association's governing documents except that any fine assessed by the Association may not be given priority over any other amount owed to the Association.

2.8 **Notices.** Any notices regarding a payment plan agreement may be given in any manner as provided in the Association's governing documents, or as provided in the payment plan agreement.

3.0 **Documents Inspection and Copying.**

3.1 **Right to Inspect.** The Association must make its books and records, including financial records, open and reasonably available for examination and copying in accordance with this policy and Texas Property Code, Section 209.005.

3.2 **Required Request.**

3.2.1 The Association must make the written minutes of its regular and special meetings of the Board, including approved minutes, available to an Owner for inspection and copying on the Owner's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

3.2.2 Except as provided in **Section 3.2.1**, inspection or copying of Association books and records is permitted only upon written request by an Owner as provided in this policy. Each request must be submitted to the Association by certified mail, and must state therein sufficient detail to identify the specific books and records being requested. The request must also contain an election either to inspect the books and records before obtaining copies, or to have the Association forward copies of the requested books and records. Copies may be produced as provided in **Section 3.4**, as determined by the Association. Each request must be sent to the Association by certified mail, return receipt requested. The following applies in the event of an inspection:

(a) The owner who conducts an inspection may (i) at the time of the inspection designate specific Association books or records for the Association to copy and forward to the owner, or (ii) send a proper request to the Association after the inspection as above provided. If designated at the time of inspection (y) the designation must be in writing and signed by the owner (or owner agent) and by the Association or its managing agent, and (z) the Association must promptly thereafter send notice and produce the Association books and records as herein provided. Any member of the Board or other Association officer or agent may be present during all or any part of the inspection.

(b) No Association books or records may be removed from the inspection area without the express written consent of a Board member or the Association's managing agent. No original Association books or records may be removed from the Association's office for any reason by an owner (or owner agent).

3.3 **Production Costs.** Each owner requesting books and records must pay estimated costs for the compilation, production and reproduction of requested books and records ("**Production Costs**"). All such costs must be paid in advance unless otherwise agreed in writing by the Association. If paid in advance any difference in estimated and actual Production Costs must be paid or will be refunded as provided in Texas Property Code, Section 209.005. An owner who, either directly or through an owner agent, makes a request under this policy is responsible for payment of all Production Costs due to the Association under this policy. The amount of any Production Costs not paid as required by this policy may be added to the applicable owner's account as a specific assessment.

3.4 **Manner of Production.** The Association may produce books and records in hard copy, electronic or other format reasonably available to the Association as determined by the Board or the Association's managing agent. The Association is not required to create documents to comply with an owner's request or to reduce information to a tangible form.

3.5 **Responses to Requests.** Within ten business days after receipt of a proper written request, the Association must either (i) forward the requested books and records

together with an invoice for final Production Cost, or (ii) send written notice to the owner who requested the books and records:

3.5.1 stating any deficiencies in the request which prevent the Association from making a proper response, including a request for verification of ownership or authority of any agent to act on behalf of an owner if the identity of the owner or authority of the agent cannot be reasonably identified from the Associations records; or

3.5.2 stating the amount of estimated Production Costs and advising the books and records will be produced within ten business days after receipt of payment for estimated Production Cost; or

3.5.3 if an inspection is requested before obtaining copies, stating the place where, and stating available dates and times during normal business hours when, the books and records are available for inspection, and in such case the owner must deliver to the Association written confirmation of the date and time the inspection will take place at least one full business day before the selected date (for example, if the inspection is to take place on a Wednesday, the Association must receive the written confirmation by Monday); or

3.5.4 if the books or records cannot be produced within ten business days:

(a) advising the Association is unable to produce the books or records on or before the tenth business day after the date the Association received the request, and

(b) stating an alternative date by which the requested books or records will be available either for inspection or for forwarding and estimated Production Costs, and in such case the alternative date must be not later than fifteen business days after the date of receipt of a proper request; or

3.5.5 advising that after a diligent search, some or all of the requested books or records cannot be located, or are not in the possession, custody or control of the Association; or

3.5.6 any combination of the foregoing as the circumstances may reasonably require.

3.6 **Books and Records Not Available for Inspection or Copying.** Except as otherwise expressly required by law, the following Association books and records are **not** available for inspection and the Association has no obligation to produce or permit inspection of the same:

(a) financial records, including records of debit or credit entries as to amounts due or payable to the Association, associated with an individual current or former owner;

(b) any books or records that identify any violation history of any current or former owner regarding any dedicatory instrument or other governing documents of the Association;

(c) any owner contact information other than an owner's mailing address;

(d) information related to an employee of the Association, if any, including personnel files;

(e) documents, received, retained or reviewed in any closed executive session of the Board which involve personal, pending or threatened litigation, contract negotiations, enforcement actions, matters involving the invasion of privacy of individual owners, matters that are to remain confidential by request of the affected parties and agreement of the Board and confidential communications with a current or former Association attorney; or

(f) attorney files, records, attorney work product and any document that is privileged as an attorney-client communication regarding a current or former Association attorney except as otherwise expressly required by Texas Property Code, Sections 209.005(d) and 209.008(d).

3.7 **Only Owner or Owner's Agent May Inspect or Copy.** The Association has no obligation to make any Association books or records available for inspection by, or to produce any Association books or records to, any person other than an owner, or a person designated in writing for such purposes as the owner's agent, attorney or certified public accountant. This exclusion includes any tenant of an owner unless the tenant is designated in writing as an owner agent for such purpose and the designation is filed with the Association.

3.8 **Permitted Production Costs.** Estimated and actual Production Costs may not exceed the costs allowed pursuant to the Texas Administrative Code, Section 70.3. Such charges will be automatically adjusted in accordance with any subsequent change as to Section 70.3 or other applicable law. Current permitted charges are as follows:

3.8.1.1 and white 8½"x11" single sided copies=\$0.10 per page or part of a page

3.8.1.2 black and white 8½"x11" double sided copies=\$0.20 per page or part of a page

3.8.1.3 color 8½"x11" single sided copies=\$0.50 per page or part of a page

3.8.1.4 color 8½"x11" double sided copies=\$1.00 per page or part of a page

3.8.2 PDF images of documents=\$0.10 per page or part of a page

3.8.3 compact disk (material charge only)=\$1.00 each

3.8.3.1 labor and overhead=\$15.00 per hour (IF over 50 pages OR IF documents are located in remote storage facility)

3.8.4 mailing supplies=\$1.00 per mailing

3.8.5 postage=at cost

3.8.4 mailing supplies=\$1.00 per mailing

3.8.5 postage=at cost

3.8.6 other supplies=at cost

3.8.7 third party fees=at cost

3.8.7.1 other costs=as permitted by current Texas Administrative Code, Section 70.3.

4.0 **Documents Retention Policy.** Books and records of the Association must be retained at a minimum for the following retention periods:

4.1 Bylaws, restrictive covenants and all amendments thereof must be retained permanently.

4.2 Financial books and records must be retained for seven years.

4.3 Minutes of meetings of the owners and of the Board must be retained for seven years.

4.4 Tax returns and audit records must be retained for seven years.

4.5 Account records of current owners must be retained for five years. Account records of former owners must be retained for one year starting after the date of termination of such ownership as reflected by the records of the Association.

4.6 Contracts with a term of one year or more must be retained for four years after the expiration of the contract term.

5.0 **Amendment.** These policies may be amended at any time by the Board. Any such amendment will be effective upon the date of filing in the Official Public Records of Real Property of Harris County, Texas, or such later date as expressly stated in the amendment.

CERTIFICATE OF ADOPTION

The undersigned Secretary of the Association hereby certifies that (i) after proper notice in accordance with the Texas Property Code, the foregoing Payment Plan, Documents Inspection and Copying and Documents Retention Policies were duly adopted at a meeting of the Board of Directors of Westgrove Court Community Association, Inc. held on October 15, 2019.

EXECUTED this 23 day of October, 2019.

Westgrove Court Community Association, Inc.,
a Texas non-profit corporation

By: Sarah C Helms

SARAH C HELMS, Secretary
(Print Name)

RP-2019-479249
Pages 9
10/29/2019 12:59 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$44.00

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.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2019-479249