

ADDITIONAL DEDICATORY INSTRUMENT
for
CHAMPIONS COLONY III MANAGEMENT ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared **Glen Feist**, who, being first duly sworn, stated on oath the following:

“My name is Glen Feist. I am competent and authorized to submit this affidavit on behalf of Champions Colony III Maintenance Association, Inc. The statements made herein are based upon my personal knowledge and are true and correct.

“I am the President of Champions Colony III Maintenance Association, Inc. Pursuant to Section 202.006 of the Texas Property Code, the following documents are true and correct copies of original official documents on file with the Association:

(1) Champions Colony III Collections and Payment Plan Policy.”

DATED this 22 day of February, 2024.

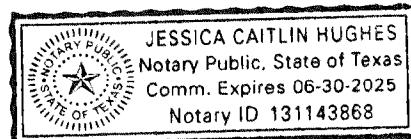
**Champions Colony III
Maintenance Association, Inc.**

Glen Feist, President

SIGNED AND SWORN BEFORE ME THIS 22nd DAY OF February, 2024.

Amber W
Notary Public in and for the State of Texas

Return to:
Glen Feist, President
Champions Colony Maintenance Association, Inc.
316 Champions Colony III
Houston, Texas 77069



**CHAMPIONS COLONY III
COLLECTIONS AND PAYMENT PLAN POLICY**

WHEREAS, the Restrictions, Champions Colony III, are recorded under File No. F181356/Film Code No. 167-19-1042 in the Real Property Records of Harris County, Texas (the “Restrictions”), and establish restrictions applicable to Champions Colony III, an unrecorded subdivision of Harris County, Texas (the “Subdivision”);

WHEREAS, the Restrictions provide that all Owners in the Subdivision shall be assessed and pay maintenance charges for the use and benefit of all Owners; and

WHEREAS, the Association, acting through its Board of Directors, is empowered under its Articles of Incorporation and Texas law to enact policies to guide the collection of maintenance charges;

NOW THEREFORE, upon a duly-called Special Meeting of the Board of Directors, this Collections and Payment Plan Policy is hereby ADOPTED:

A. Due Dates for Annual Assessments.

The annual assessment is due by the first day of each year but may be payable in twelve (12) equal monthly installments. Each installment shall be due by the first day of each month. The Association may, but is not obligated to, provide an Owner with notice that an installment payment was not timely paid.

Any payment not received by the 15th of the month shall incur a late fee of \$10.00. Any payment not received by the 30th of the month shall bear interest, compounded annually, from the due date at a rate of 6.00% per annum.

Any Owner in arrears for more than 45 days may be referred to the Association’s legal counsel for enforcement action including the foreclosure of the Association’s continuing lien on such Owner’s Lot. The Association’s failure to refer such Owner to legal counsel at that time or at any time thereafter, or its failure to commence additional enforcement actions, shall not be deemed a waiver of the Association’s right to do so thereafter as to any Owner.

B. Partial Payments and Application of Funds.

1. Partial Payments. Partial payments will not prevent the imposition of a late fee or the accrual of interest on the unpaid portion of the assessment.

2. Priority of Payments. If, at the time the Association receives a payment from an Owner, the Owner is not in default under a payment plan with the Association, the payment shall be applied in the following order of priority:

- i. **Delinquent assessments;**
- ii. **Current assessments;**
- iii. **Attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;**
- iv. **any reasonable attorney's fees incurred by the association that are not subject to Paragraph 2(iii);**
- v. **any reasonable fines assessed by the association; and**
- vi. **any other reasonable amount owed to the association.**

If, at the at the time the Association receives a payment from an Owner, the Owner is in default under a payment plan with the Association, the payment shall be applied in the following order of priority:

- i. **Interest on past due assessments;**
- ii. **Late fees;**
- iii. **Attorneys' fees and other costs of collection;**
- iv. **Delinquent assessments;**
- v. **Current assessments; and**
- vi. **Fines.**

C. Payment Plans.

(i) Provided the Owner requests a payment plan prior within 45 days of the Owner's delinquency, all Owners are entitled to request and receive an alternative payment schedule for by which the Owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association.

Notwithstanding the foregoing, an Owner shall not be permitted to enter into a payment plan more than once in any 12-month period or if the Owner has failed to honor the terms of a previous payment plan during the two years following the Owner's default under the previous payment plan.

(ii) Provided the Owner is in compliance with the plan, the Owner will not incur additional late fees or collection costs during the term of the plan. Interest on the delinquent assessments will continue to accrue and be payable during the term of the plan.

(iii) The payment plan shall be in writing and signed by the Association and all Owners of the Lot for which assessments are delinquent. The plan shall be "active" upon receipt of the written agreement and the first payment due under the plan.

(iv) Payment plans shall be for a minimum of three and no more than eighteen months based on the following guidelines:

1. Delinquency up to two (2) times the annual assessment: Up to six (6) months.
2. Delinquency up to three (3) times the annual assessment: Up to twelve (12) months.
3. Delinquency in excess of three (3) times the annual assessment: Up to eighteen (18) months.

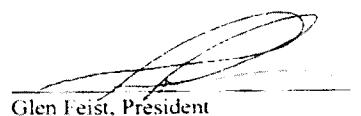
(v) All assessments that become due during the term of the plan must be paid on time as they become due.

(vi) An Owner shall be in default under a plan if s/he fails to make a payment due thereunder in full and on time and/or fails to pay future assessments on time and in full as they become due.

(vii) Nothing herein shall prohibit the Association from providing more generous payment plan terms to an Owner who establishes good cause for such terms.

Nothing herein is intended to alter, modify, or amend the Restrictions or any other governing document of the Association except as specifically provided herein.

I am a duly-elected officer of Champions Colony III Maintenance Association, Inc., and certify under penalty of perjury that the foregoing Champions Colony III Collections and Payment Plan Policy was properly adopted on the 12th day of January 2024, in accordance with the provisions of the Restrictions and Texas law, by a vote of a majority of a quorum of the Board of Directors to be effective as of the date it is recorded in the Real Property Records of Harris County, Texas.



Glen Feist, President

RP-2024-61665

RP-2024-61665
Pages 5
02/22/2024 02:44 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$37.00

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.



Tenesha Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS