

# GREENGATE PLACE HOMEOWNERS ASSOCIATION, INC.

## **PROPERTY OWNERS' ASSOCIATION COLLECTION POLICY** **(e.g., Regarding Delinquent Assessments, Fees and Charges)**

GREENGATE PLACE HOMEOWNERS ASSOCIATION, INC. (the "Association") is a Texas Non-Profit Corporation and a property owners' association. The undersigned, being the Association's President and a Director of the Association, submits this instrument on behalf of the Association. This instrument supersedes only the portions of any prior Association instruments pertaining to the herein described matters filed by the Association. The Association certifies as to the following:

- I. The name of the Subdivision(s) is/are GREENGATE PLACE, Sections One (1) through Seven (7), inclusive.
- II. The name of the Corporation is GREENGATE PLACE HOMEOWNERS ASSOCIATION, INC., sometimes referred to herein as the "Association."

- III. The recording data (i.e., Map or Plat reference) for each Section of the Subdivision is as follows:

Map(s) or Plat(s) Records of Harris County, Texas:

- (i) Greengate Place, Section One - Volume 208, Page 140.
- (ii) Greengate Place, Section Two - Volume 228, Page 36.
- (iii) Greengate Place, Section Three - Volume 228, Page 29.
- (iv) Greengate Place, Section Four - Volume 244, Page 71 and Volume 269, Page 95.
- (v) Greengate Place, Section Five - Volume 244, Page 78 and Volume 269, Page 102.
- (vi) Greengate Place, Section Six - Volume 245, Page 109.
- (vii) Greengate Place, Section Seven - Volume 289, Page 108.

- IV. The recording data for the Declaration (which may be referred to as the "Declaration," the "Restrictions," the "Deed Restrictions," the "Covenants, Conditions and Restrictions," the "Restrictions and Covenants" or the "CC&Rs") for each Section of the Subdivision, including Amendments, Modifications and/or Supplements as applicable, is as follows:

Deed Restrictions (Deed Records of Harris County, Texas):

- (i) Greengate Place, Section One - Harris County Clerk's File No. E304519 and H270244.
- (ii) Greengate Place, Section Two - Harris County Clerk's File No. E552174 and H270243.
- (iii) Greengate Place, Section Three - Harris County Clerk's File No. E552173 and H270242.
- (iv) Greengate Place, Section Four - Harris County Clerk's File No. F095804 and H270241.
- (v) Greengate Place, Section Five - Harris County Clerk's File No. F095807 and H270240.
- (vi) Greengate Place, Section Six - Harris County Clerk's File No. F095805 and H270239.
- (vii) Greengate Place, Section Seven - Harris County Clerk's File No. G159282 and H270238.

- V. **COLLECTION POLICY**: The following Collection Policy was approved by at least a majority vote of the Board of Directors of GREENGATE PLACE HOMEOWNERS ASSOCIATION, INC. (the "Board"), at a duly called Meeting of the Board, at which Meeting a quorum was present. The

Association provides a number of services for the Greengate Place community. While the vast majority of property owners ("Owners") do timely pay, there is generally a percentage of owners who do not. The obligation to pay annual assessments/maintenance charges ("assessments") is mandatory for all property owners. The Association's current Collection Policies and Procedures, which supersede and replace any previously recorded Collection Policy, are as follows:

1. The Association mails out invoices for the annual assessment at least thirty (30) days before the due date.
2. Payment in full is due annually in advance on January 1 of each year. However, there is no late fee, penalty or interest charged so long as the full payment is received by the Association on or before January 31 of each year.
3. Should an Owner fail to pay the full amount of the assessment currently due on or before January 31 of any year, the Association may apply the following schedule:

a) A late fee (subject to increase), in an amount determined by the Board, may be added to each delinquent account at any time on or after February 1st. Additionally, the Association may charge interest at the rate it is entitled to under its Governing Documents/Dedicator Instruments or under Texas law. In the event that no interest rate is specified, the statutory rate [e.g., six percent (6%) per annum or ten percent (10%) per annum] may be charged.

b) An administrative fee or fees (or managerial fee or fees) may be applied to each delinquent account. Further, the charge(s) for any managerial follow-up, notice and/or demand letters, as applicable, will be applied to the Owner's assessment account.

c) Prior to a delinquent account being initially referred to the Association's attorney for legal action, the Association will mail a forty-five (45) day statutory notice letter to the property owner(s).

d) Before the Association files an assessment lien (i.e., an Affidavit or Notice of Lien, the Association must provide notices of delinquency as follows:

- (1) The first notice of delinquency must be provided: a) by first class mail to the property owner's last known mailing address, as reflected in records maintained by the Association; or b) by e-mail to an e-mail address the property owner has provided to the Association.

(2) The second notice of delinquency must be provided by certified mail, return receipt requested, to the property owner's last known mailing address, as reflected in the records maintained by the association, not earlier than the 30th day after notice is given under "1" above. The Association may not file an assessment lien before the 90th day after the date notice of delinquency given under this "2" was sent to the property owner. At any time after this statutorily required notice has been provided by the Association, the Association may authorize the preparation and recording of an Affidavit or Notice of Lien (e.g., identifying the delinquent property by address and legal description, identifying the Owner(s), and evidencing the amount of the current delinquency). The amount of the current delinquency will include the costs of preparing and recording the Affidavit or Notice of Lien.

e) During the course of a payment plan, the Association may charge interest at the rate it is entitled to under its Governing Documents/Dedictory Instruments and may also charge reasonable costs of administering the payment plan (which may be a one-time charge or charged per month). There may also be a fee charged for setting up the payment plan.

f) If an Owner(s) default(s) on a payment plan, the payment plan is automatically terminated and the Association is not obligated to make another payment plan with that owner(s) relative to annual assessments and/or special assessments for the next two (2) years.

g) All items that remain delinquent with no payment arrangements, or with defaulted payment arrangements, may be referred to the Association's Attorney for a legal demand letter(s) and further legal action as may be authorized by the Association.

h) Pursuant to the Restrictions, and pursuant to applicable Texas Statutory Law, legal fees, expenses and costs incurred in the Association's effort to collect a delinquent assessment account (including, but not limited to, the preparation and recording of a Notice of Lien and Affidavit of Delinquent Assessments and/or subsequent Release thereof), will be charged back to the assessment account and shall be secured by the Association's assessment lien, and reimbursement thereof shall be the responsibility of the Owner(s).

i) All delinquent items, whether with the attorney's office or whether being handled by the manager or bookkeeper, are subject to periodic review by the Association's Board or an appointed Committee.

j) Returned Check Fee(s), in addition to any bank charges, will be charged to the Owner(s), and reimbursement thereof shall be the responsibility of the Owner(s).

k) All items placed with the Association's attorney will remain with the attorney's office until paid in full.

**(Date, Certification, Signature and Acknowledgment are Contained on Page 4 Hereof)**



### CERTIFICATION

"I, the undersigned, being the President of GREENGATE PLACE HOMEOWNERS ASSOCIATION, INC., hereby certify that the foregoing Collection Policy Resolution was adopted by at least a majority of the Association's Board of Directors, and such Collection Policy Resolution has never been modified or repealed, and is now in full force and effect."

SIGNED on this the 21st day of July, 2025.

GREENGATE PLACE HOMEOWNERS  
ASSOCIATION, INC.  
(a Texas Non-Profit Corporation)

By:

John Taton  
JOHN TATON, President

### ACKNOWLEDGMENT

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this the 21 day of July, 2025, personally appeared JOHN TATON, President of GREENGATE PLACE HOMEOWNERS ASSOCIATION, INC. (the "Association," a Texas Non-Profit Corporation and a Texas property owners' association), a person known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed, on behalf of said Association.

Patti Averitt  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



GREENGATE PLACE HOMEOWNERS ASSOCIATION, INC. / Collection Policy

RP-2025-514471  
# Pages 5  
12/31/2025 11:29 AM  
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.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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