

**RESOLUTION**  
*of*  
**BOARD OF DIRECTORS**  
*for*  
**TIMBER COVE CIVIC CLUB, INC.**  
*regarding*  
**COLLECTION and PAYMENT PLAN POLICY**

At a regular meeting of the *Board of Directors* (Board) for the *Timber Cove Civic Club, Inc.* (Association), said meeting being properly called and a quorum being present, came to be heard the matter of implementing certain collection and payment plan policies.;

WHEREAS, Association has jurisdiction over the property described in the *Declaration of Reservations, Easements, Restrictions, Covenants, and Conditions for Timber Cove Sections 1, Section 2, Section 3, Section 4.*, recorded in the Real Property Records of Harris County, Texas at Harris County Clerk's File No. 1902334, 67273A, B282314, B490506 respectively and as amended and/or supplemented (all such documents collectively referred to herein as the "Declaration");

WHEREAS, the Board is charged with the responsibility of maintaining the common areas and amenities of the Association, and enforcing the deed restrictions. In order to fulfill those duties, the Board relies upon the funds collected as annual assessments, special assessments, and other costs, from each homeowner. The Association recognizes that, on occasion, circumstances in a homeowner's life may result in the homeowner not being able to pay their annual assessments by the due date. As a result, the Association has adopted the following Collection and Payment Plan Policy:

**Interest**

Any assessment not paid by the date due shall bear interest commencing from and after thirty (30) days after the due date at a rate of 1.5% per month past due as well as a 15% Late fee if delinquent past July 1<sup>st</sup> of each year.

**Return Check Charges.**

In addition to any and all charges imposed under the declaration, articles of incorporation, and bylaws, the rules and regulations of the association, or this resolution, a \$25.00 fee shall be assessed against an owner in the event any check or other instrument attributable to or payable for the benefit of such owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds.

**Request for Payment Plan**

An owner who is delinquent on his/her assessment account with the Association for regular maintenance assessments, special assessments, or any other amount due to the Association, may request a payment plan to pay off the delinquent balance. It is the responsibility of the homeowner to contact the Association and request a payment plan. The Association, its designated representative, or attorney will prepare a written payment plan agreement which must be signed by the owner before any payments will be accepted under the terms of the payment plan agreement.

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The Association is not required to make a payment plan available to any owner:

1. who fails to request a plan within thirty (30) days after notice of the delinquency is sent; or
2. who failed to honor the terms of a previous payment plan during the two years following the owner's default under the previous plan; or
3. more than once in any 12-month period.

### **Duration of Payment Plan**

The Association reserves the exclusive right to set the duration of the payment plan. No plan may be shorter in duration than three (3) months. The Association shall not be required to allow a payment plan for any amount that extends more than eighteen (18) months from the date of the owner's request for a payment plan. In extenuating circumstances a 24 month payment plan may be granted. As a general rule and where possible, the Association will set the duration of all payment plans so that they are completed in the calendar year in which they are requested.

### **Assessment Lien**

The Civic Club will send a first notice of delinquency by first class mail to the property owner's last known mailing address, according to the POA's records; or by e-mail to an address provided to the POA by the property owner. If the delinquent amount remains unpaid after the first notice the Civic Club will send a second notice by certified mail, return receipt requested, to the property owner's last known mailing address, according to the POA's records. This notice must not be sent any earlier than 30 days after the date the first notice is mailed/transmitted. The Civic Club will file a lien 90 days after the homeowner is mailed a second notice of delinquency.

### **Fees and Costs**

The Association, or its designated representative, including the Association attorney, may charge a one-time administrative fee for preparing or administering the payment plan. The Association, managing agent, or attorney may also charge monthly administrative fees from each monthly payment plan installment. Interest on the delinquent amount is not suspended and continues to accrue for the duration of the payment plan. The Board reserves the right to waive any additional interest accrued during the pendency of the payment plan at its discretion. During the term of the payment plan agreement, further collection efforts will cease on the account, and no additional collection costs or fees, aside from those mentioned above, will be charged to the homeowner's account, so long as the homeowner continues to make monthly payments, on time, in accordance with the terms of the payment plan agreement.

### **Default**

A homeowner who fails to submit, in full and on time, any monthly installment under the terms of the payment plan agreement will be deemed to be in default of the payment plan agreement. The Association reserves the right to turn that homeowner's account immediately over to the Association's attorney for further collection without any further notice to the homeowner. In addition, a homeowner who defaults on his/her payment plan agreement may not be eligible for another payment plan agreement with the Association, managing agent, or the Association attorney, for at least two (2) years from the date of the default. The Board shall have the exclusive

right to allow or deny subsequent payment plans within the two (2) year time frame following a payment plan default by any owner.

**Collections Procedure**

If after the second notice, as outlined above, the delinquent amount is still unpaid, the Civic club reserves the right to send the account over to the attorneys office for collections. Once at the attorneys office, the homeowners will be subject to attorney fees and court costs.

ADOPTED by affirmative vote of the Board of Directors this 28th day of August, 2025.

**CERTIFICATION**

I, the undersigned, am the duly elected and acting President of Timber Cove Civic Club Inc., and do hereby certify that:

The foregoing *Resolution of Board of Directors for Timber Cove Civic Club Inc. Regarding Collection and Payment Plan Policy for Timber Cove Civic Club, Inc.* was properly adopted as of the 28th day of August, 2025.

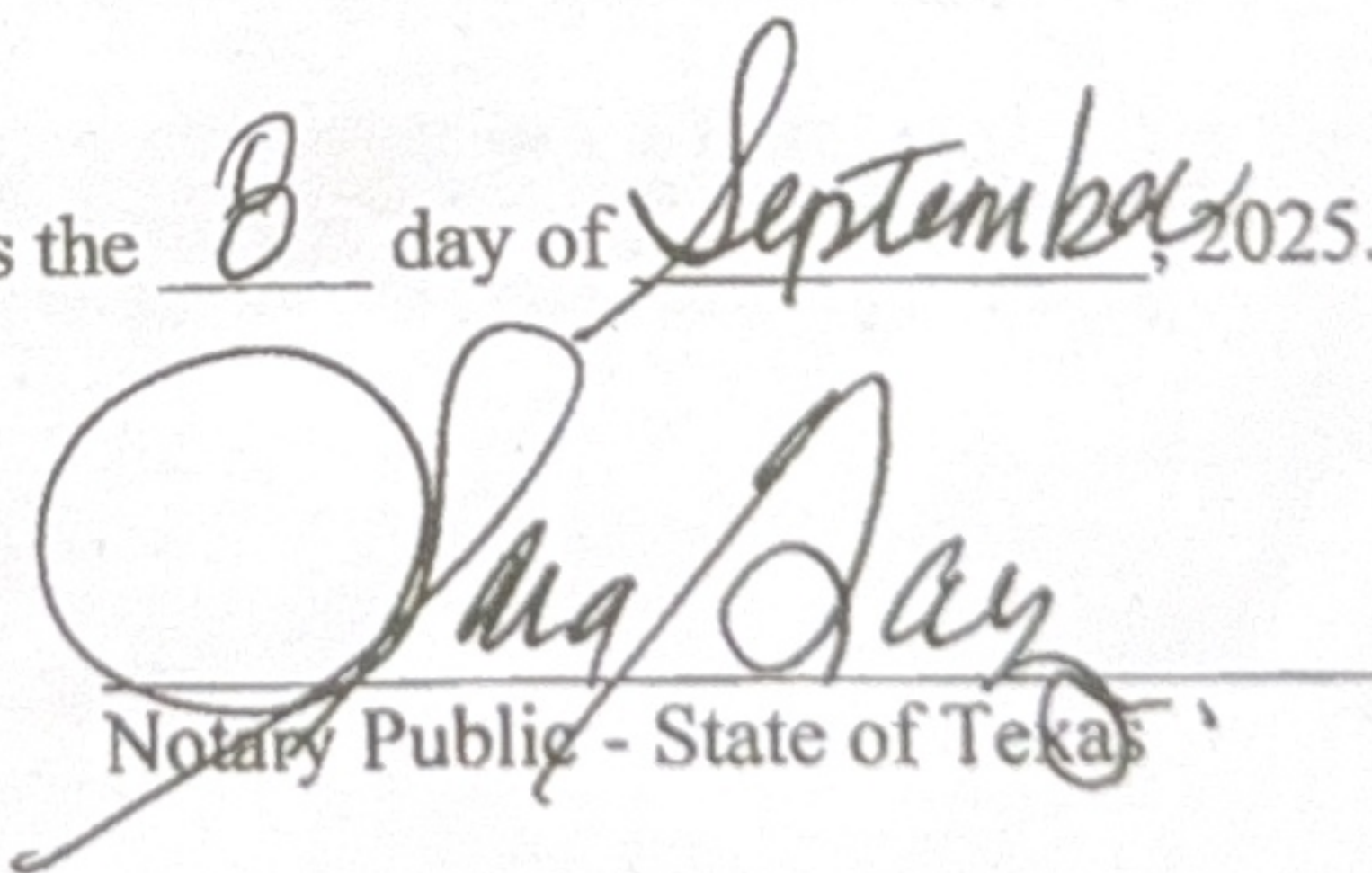
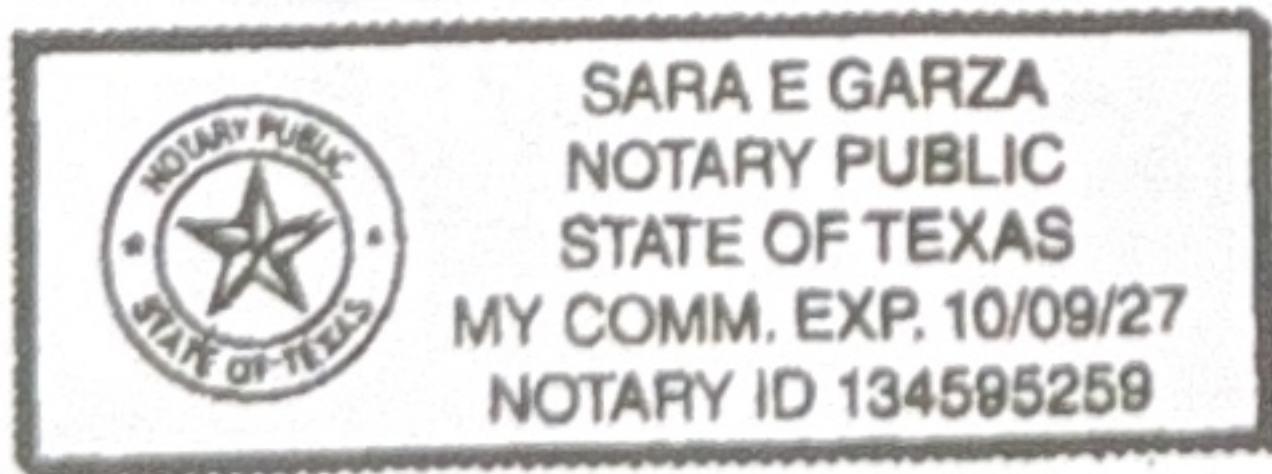


By: ROBERT TREXLER  
President

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

I, the undersigned, a Notary Public in and for the State of Texas, hereby certify that Robert Trexler, President of Timber Cove Civic Club, Inc. signed to the foregoing instrument, and being authorized and empowered to do so, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily for the uses and purposes and considerations stated therein.

Given under my hand and official seal this the 8 day of September, 2025.

  
Notary Public - State of Texas

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e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY

TENESHIA HUDSPETH

COUNTY CLERK

Fees \$33.00

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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