AFFIDAVIT IN COMPLIANCE WITH TEX. PROP. CODE § 202.006

| STATE OF TEXAS | § |
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| | § |
| COUNTY OF BEXAR | § |

BEFORE ME, the undersigned authority, on this day personally appeared NICOLAS BOUZA, who, being by me duly sworn according to law, stated the following under oath:

"My name is NICHOLAS BOUZA. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

Premier Management Group is the Managing Agent of Villa Tanglewood Condominiums Homeowners Association, Inc. (the "Association"). Premier Management Group is the custodian of the records for the Association, and I have been authorized by the Association's Board of Directors to sign this Affidavit.

The Association is a "property owners' association" as that term is defined in *Tex. Prop. Code* § 202.001. The Association's jurisdiction includes, but may not be limited to, the property subject to:

- (a) Condominium Declaration for Villa Tanglewood Condominiums, recorded in Volume 3047, Page 315 et seq., of the Official Public Records of Bexar County, Texas; and amended by Amendment to Condominium Declaration for Villa Tanglewood Condominiums, recorded in Volume 3302, Page 1063 et seq., of the Official Public Records of Bexar County, Texas, and all amendments, annexations, supplements and restatements thereto ("Declaration");
- (b) the Bylaws of the Association, recorded in Volume 3047, Page 315 et seq., of the Official Public Records of Bexar County, Texas; and all amendments and restatements thereto ("Bylaws").

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

Villa Tanglewood Condominiums Homeowners Association, Inc.
Resolution Adopting
Late Fee and Interest Policy.

The documents attached hereto are subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at:

Premier Management Group 7500 Callaghan Road, Suite 113 San Antonio, Texas 78229 Office@lafayetteplace.net

SIGNED on this the 10 th day of October, 2025.

VILLA TANGLEWOOD CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.

By: Premier Management Group

By: NICHOLAS BOUZA

Manager of Premier Management Group, the

Managing Agent

VERIFICATION

THE STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared NICHOLAS BOUZA, Manager of Premier Management Group, the Managing Agent of VILLA TANGLEWOOD CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC., who, after being duly sworn, acknowledged, and stated under oath that he has read the above and foregoing Affidavit and that every factual statement contained therein is within his personal knowledge and is true and correct.

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 10th day of 2015.

Victoria Clush NOTARY PUBLIC, STATE OF TEXAS

Notary I.D. 135530344

My Comm. Exp. Aug. 28, 2029

After Recording, Return To:

Michael B. Thurman THURMAN & PHILLIPS, P.C. 4093 De Zavala Road Shavano Park, Texas 78249

Phone: (210) 341-2020

VILLA TANGLEWOOD CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC. RESOLUTION ADOPTING LATE FEE AND INTEREST POLICY

STATE OF TEXAS

§
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

WHEREAS, the Board of Directors of Villa Tanglewood Condominiums Homeowners Association, Inc. ("Association") is the established governing body of "Villa Tanglewood Condominiums," a condominium regime, identified and referenced in that certain Condominium Declaration for Villa Tanglewood Condominiums, recorded in Volume 3047, Page 315 et seq., of the Official Public Records of Bexar County, Texas; and amended by Amendment to Condominium Declaration for Villa Tanglewood Condominiums, recorded in Volume 3302, Page 1063 et seq., of the Official Public Records of Bexar County, Texas, and all amendments, annexations, supplements and restatements thereto ("Declaration"); the Bylaws of the Association, recorded in Volume 3047, Page 315 et seq., of the Official Public Records of Bexar County, Texas; and all amendments and restatements thereto ("Bylaws"); and

WHEREAS, in accordance with the duties and responsibilities imposed by the Declaration, the Bylaws, and all policies, rules and regulations duly adopted by the Association (collectively, "Governing Documents"), the Board of Directors of the Association is charged with the duty of making, establishing and promulgating, in its discretion, policies, rules and regulations for the interpretation and enforcement of the Governing Documents for the use and enjoyment of properties in Villa Tanglewood Condominiums, including but not limited to, the common elements owned by the Association; and

WHEREAS, the Board of Directors has determined that it is in the best interests of the Association to adopt the policy in the form attached hereto as Exhibit "A."

THEREFORE, BE IT RESOLVED:

The Late Fee and Interest Policy, in the form attached hereto as Exhibit "A," was approved as to form and content and adopted for use by the Association.

This Resolution Adopting Late Fee and Interest Policy is adopted this 30th day of September, 2025, by the Board of Directors of Villa Tanglewood Condominiums Homeowners Association, Inc. and shall be effective when filed for record in the Official Public Records of Bexar County, Texas.

VILLA TANGLEWOOD CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.

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Name:

By:

Title: Prosid

EXHIBIT "A"

VILLA TANGLEWOOD CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC. LATE FEE AND INTEREST POLICY

This Late Fee and Interest Policy ("Late Fee and Interest Policy") of Villa Tanglewood Condominiums Homeowners Association, Inc. (the "Association"), was duly adopted on the 30 to day of September., 2025, setting forth certain policies of the Association in connection with the management of the Association and the properties known as "Villa Tanglewood Condominiums," a condominium regime, identified and referenced in that certain Condominium Declaration for Villa Tanglewood Condominiums, recorded in Volume 3047, Page 315 et seq., of the Official Public Records of Bexar County, Texas; and amendments and amendments and restatements thereto ("Declaration"); the Bylaws of the Association, recorded in Volume 3047, Page 315 et seq., of the Official Public Records of Bexar County, Texas, and all amendments and restatements thereto ("Declaration"); the Bylaws of the Association, recorded in Volume 3047, Page 315 et seq., of the Official Public Records of Bexar County, Texas; and all amendments and restatements thereto ("Bylaws"); and all policies, guidelines, rules and regulations duly adopted by the Association from time-to-time (collectively, "Governing Documents").

This Late Fee and Interest Policy is adopted pursuant to the authority granted by TEX. PROP. CODE § 82.102(12) addressing the imposition of interest, and late fees, on delinquent accounts for unpaid assessments, including but not limited to, regular monthly assessments for common expenses, special assessments, utility charges, deficiency assessments, reasonable fines, NSF charges, property damages, attorney's fees and other charges and expenses assessed against an Owner of a Unit (collectively "Assessments"). Any previously adopted policies imposing interest and late charges are of no further force or effect.

The adoption of this Late Fee and Interest Policy for the purposes stated herein is in compliance with the Tex. Prop. Code § 202.006, requiring all property owners' associations to file all governing documents in the real property records of each county in which the property to which the governing documents relate is located. This Late Fee and Interest Policy shall become effective as of the date the Late Fee and Interest Policy is filed in the Official Public Records of Bexar County, Texas.

Capitalized terms contained herein shall have the definitions as outlined in the Declaration.

1. Due Date of Assessments

- A. Assessments. Owners shall timely and fully pay Assessments, as applicable, on the first (1st) calendar day of each month unless specified otherwise on the invoice delivered to the Owner. Special Assessments and Deficiency Assessments shall be paid on the due date specified in the Special Assessment or Deficiency Assessment. For purposes herein, the date on which any Assessment is due and payable shall be the due date ("Due Date"). If payment is not received by the close of business on the tenth (10th) day immediately following the Due Date, the account is delinquent ("Delinquent Account") and shall commence accruing interest, late fees, and costs, as applicable, as described below. The Association may levy the late fee on the date the account becomes delinquent, and a late fee shall be levied on the first (1st) day of each month the account is delinquent until fully paid.
- B. <u>Fines and Damage Charges</u>. Fines for violations, in accordance with the published Policies and/or Rules and Regulations of the Association, as applicable, and Damages for damages caused to Association property by an Owner or Owner's family, tenant, guest or invited shall be due and payable as of the date imposed by the Board of Directors and contained in the notice sent

to the responsible Owner, provided however, any fine assessed is subject to the requirements of Tex. Prop. Code § 82.102(d).

2. Account Fees

- A. <u>Late Fees and Interest</u>. Any Assessment or other charges including fines, property damage, NSF charges, administrative costs, collection costs, penalties, expenses, and reasonable attorney's fees owed by an Owner that are not paid in full by the Due Date shall bear interest from the Due Date until fully paid, at an interest rate of eighteen percent (18%) or the maximum lawful rate per annum allowed, whichever is lower. In addition, the Association may assess a late fee of twenty-five and 00/100 Dollars (\$25.00) monthly as an administrative cost.
- B. Return Payment Fee. If an Owner's payment is returned and/or dishonored for any reason, the Owner will be charged the lesser of Thirty and 00/100 Dollars (\$30.00) or the maximum amount allowed by law per occurrence for the dishonored payment.
- C. <u>Costs</u>. All collection costs, administrative fees, and expenses (e.g., title reports, certified mail, court costs, filing fees including reasonable attorney's fees), shall be charged to the account of the delinquent Owner.
- D. <u>Administrative Fees</u>. If the delinquent Owner requests a Payment Plan, in addition to the monthly Assessment payment required, the delinquent Owner shall be charged an amount equal to any administrative fee by the Association and/or Association's management company, if applicable, or attorney.
- E. <u>Waiver.</u> Properly levied collection costs, late fees, and interest may not be waived by the Board of Directors, unless a Majority of the Directors determines that extraordinary circumstances warrant an adjustment to the account, in which case the adjustment must be described in detail in the minutes of the Board of Directors' meeting. Because of the potential for inadvertently effecting a waiver of the policies contained in this Late Fee and Interest Policy, the Board of Directors will exercise caution in granting adjustments to an Owner's account.

3. Priority of Payment

A. <u>Application of Payments</u>. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees, interest, and collection costs, any payment received by the Association may be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

| (1) | Collection costs and attorney's fees | (7) | Delinquent Monthly Assessments |
|-----|--------------------------------------|------|--------------------------------|
| (2) | Fines | (8) | Current Utility Assessments |
| (3) | Reimbursable expenses | (9) | Current Deficiency Assessments |
| (4) | Late charges and interest | (10) | Current Special Assessments |
| (5) | Delinquent Special Assessments | (11) | Current Monthly Assessments |
| (6) | Delinquent Utility Assessments | | |

B. <u>Form of Payment</u>. The Association may require that payment of delinquent assessments be made only in the form of cash, cashier's check, or certified funds.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Late Fee and Interest Policy was duly approved and adopted by the Board of Directors of VILLA TANGLEWOOD CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC., on the 30 day of september 2025, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Late Fee and Interest Policy constitutes a dedicatory instrument under Tex. Prop. Code § 202.006 which applies to the operation of Villa Tanglewood Condominiums, a condominium regime located in Bexar County, Texas, as hereinabove described.

Signed this 7th day of October, 2025.

VILLA TANGLEWOOD CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.

By: ONGAN !Name: Susan Joh

Title: BOARD PRESIDENT

File Information

eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY LUCY ADAME-CLARK, BEXAR COUNTY CLERK

Document Number: 20250191026

Recorded Date: October 14, 2025

Recorded Time: 3:53 PM

Total Pages: 7

Total Fees: \$45.00

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** Do Not Remove **

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 10/14/2025 3:53 PM

Lucy Adame-Clark

Lucy Adame-Clark Bexar County Clerk