

**PROPERTY OWNERS' ASSOCIATION 6TH AMENDED MANAGEMENT CERTIFICATE FOR
THE BLUFFS AT WESTCHASE HOMEOWNERS ASSOCIATION, INC.**

This Management Certificate is recorded pursuant to Section 209.004 of the Texas Property Code.
This amends all prior Management Certificates filed for this association:

Per Texas Property Code 209.004 (a-1) (effective September 1, 2013) "The County Clerk of each county in which a Management Certificate is filed as required by this section shall record the Management Certificate in the real property records of the county and index the document as a "Property Owners' Association Management Certificate"

State of Texas §

County of Bexar §

1. Name of Subdivision: The Bluffs at Westchase
2. Subdivision Location: Bandera Road and Westchase Drive
3. Name of Homeowners Association: The Bluffs at Westchase Homeowners Association, Inc.
4. Recording Data for Association: Plat recorded in Vol. 9551, Pg. 04 at Bexar County.
 Special Warranty Deed (for drainage right of way)
 Doc#. 20010207155, Vol. 9144, Pg. 1540.
5. Recording Data for Declaration: Declaration of the Covenants, Conditions and Restrictions
 Unit 1 filed on or about 11/27/2001 at Bexar County,
 Document # 20010207154, Vol. 9144, Pg 1523.

 Use Restrictions for Unit 1 filed at Bexar County on or about
 11/27/201, Document # 20010207153, Vol. 9144, Pg 1509.
6. Bylaws: Bylaws filed 12/14/2005, Doc# 20050291118.
 Articles of Incorporation: Filed 11/29/2001 in the Office of the Secretary of State of
 Texas.
7. Other information the Association considered appropriate for the governing, administration or
 operation of the subdivision and homeowners association:

Resolutions/Policies:

Collection Policy is attached to and filed under Book 15384, pg 69

All policies are attached to and filed with the Certificate filed under Doc# 20110207768,
Book 15233, pg. 1.

Administrative Resolution No. 2006001, Collection Policy effective 4/25/2006,
Administrative Resolution No.2009001, Collection Policy effective 5/5/2009,
Record Retention Policy, Records Inspection Policy, Payment Plan Policy,
Email Registration Policy, Membership Voting Policy, Violation Resolution,
Architctural Guidelines

Guidelines:

All guidelines are filed under 20110207768, Book 15233, page 1.

Architctural Guidelines for:

Solar Panels, Flag and Flag Poles, Roof Shingles, Rain Barrels and Religious Symbol displays

Resolutions/Policies/Guidelines signed 9/1/2013 are filed under Book 16398, pg 1344
Collection Policy, Violation Policy, Record Retention Policy, Records Inspection Policy,
Payment Plan Policy, Email Registration Policy, Membership Voting Policy,
Guidelines for Drought Resistant Landscaping and Natural Turf, Conflict of Interest Policy,
Guidelines for Flag Display, Religious Items Display Guidelines, Solar Energy Device Guidelines,
Roofing Material Guidelines, Rainwater Collection Guidelines, Application of Payments Policy

**The Bluffs at Westchase Homeowners Association, Inc. Billing Policy and Payment Plan
Guidelines are filed with and attached to this Certificate.**

- 8. Mailing Address and Contact Information for the Association and the Managing Agent:
Spectrum Association Management
17319 San Pedro, Suite 318
San Antonio, TX 78232
(210) 494-0659 Fax: (210) 494-0887
contact@spectrumam.com

Prospective purchasers are advised to independently examine the Declaration, Bylaws, and all other governing documents of Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase.

THE PURPOSE OF THIS CERTIFICATE IS TO PROVIDE INFORMATION SUFFICIENT FOR A TITLE COMPANY TO CORRECTLY IDENTIFY THE SUBDIVISION AND TO CONTACT ITS GOVERNING ASSOCIATION. THIS CERTIFICATE DOES NOT PURPORT TO IDENTIFY EVERY PUBLICLY RECORDED DOCUMENT AFFECTING THE SUBDIVISION, OR TO REPORT EVERY PIECE OF INFORMATION PERTINENT TO THE SUBDIVISION. NO PERSON SHOULD RELY ON THIS CERTIFICATE FOR ANYTHING OTHER THAN INSTRUCTIONS FOR CONTACTING THE ASSOCIATION IN CONNECTION WITH THE TRANSFER OF TITLE TO A HOME IN THE SUBDIVISION. THE REGISTERED AGENT FOR THE ASSOCIATION IS ON FILE WITH THE TEXAS SECRETARY OF STATE.

Signed this 22nd day of February, 2019

The Bluffs at Westchase Homeowners Association, Inc.

By: Shelby Schilleci
Shelby Schilleci (of Spectrum Association Management) Managing Agent

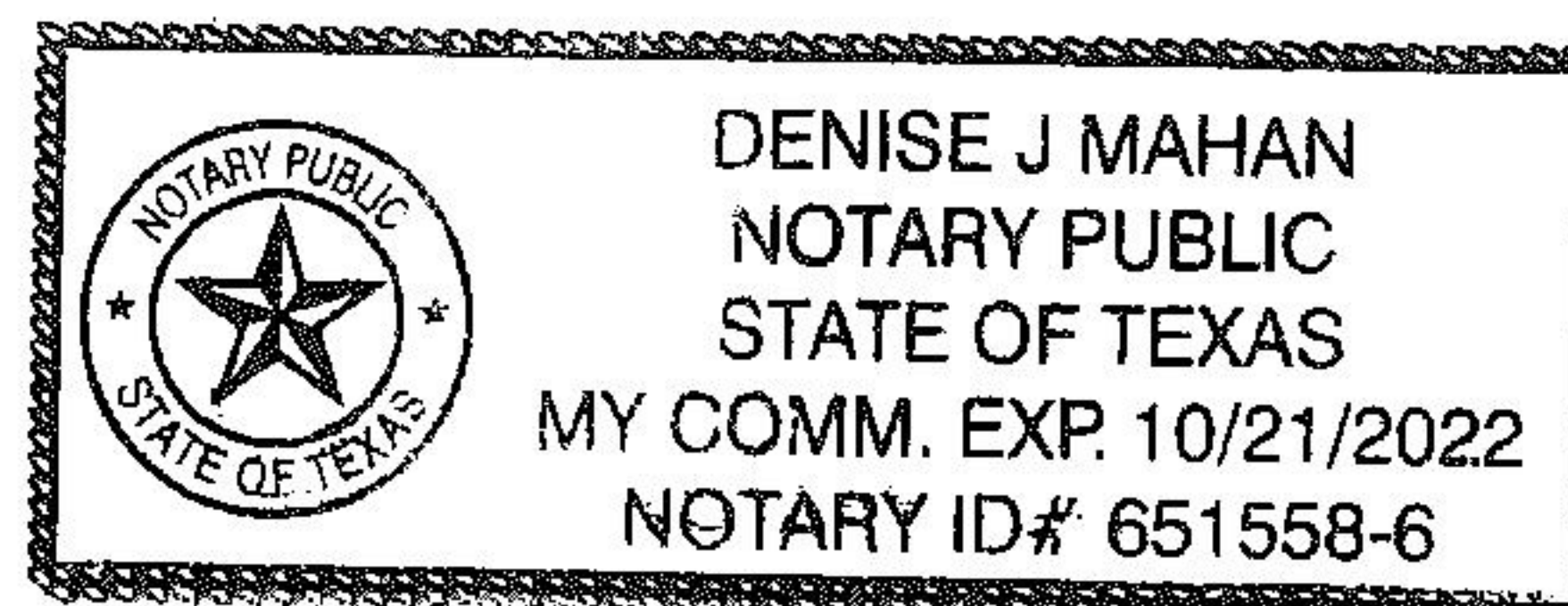
State of Texas §

County of Bexar §

This Instrument was acknowledged and signed before me on 22nd February, 2019 by
Shelby Schilleci, representative of Spectrum Association Management, LP, the Managing Agent for
The Bluffs at Westchase Association, Inc. on behalf of said Association.

Denise J Mahan
Notary Public, State of Texas

**After Recording Return To:
Spectrum Association Management, LP
Attn: Transitions
17319 San Pedro, #318
San Antonio, TX 78232**



**THE BLUFFS AT WESTCHASE HOMEOWNERS ASSOCIATION, INC.
BILLING POLICY AND PAYMENT PLAN GUIDELINES**

I. BILLING POLICY

1. ASSESSMENT PERIOD

The Board of Directors ("Board") has the duty of establishing and adopting an annual budget, in advance, for each fiscal year of the Association covering the estimated costs of operation of the Association during each calendar year.

2. NOTICE

The Board shall fix the amount of the assessment against each lot for the following year pursuant to the Declaration and the annual budget each fiscal year. A written notice, or electronic notice allowable pursuant to Chapter 209 of the Texas Property Code, of the assessment may be sent to every owner subject to the assessment. Failure to receive notice will not negate an owner's responsibility or provide an entitlement to reduction or removal of assessments, interest, fines, or costs of collecting past due balances, if such notice was sent via regular mail to the most recent address of the owner according to Association records or sent by electronic means to the device or email address in the Association records when an owner has opted to receive notices by electronic means in accordance with Chapter 209 of the Texas Property Code.

Each owner shall have the obligation to notify the Association in writing of any change in address or change of electronic delivery which shall become effective five days after written notice has been received by the Association. Notices will be deemed delivered to the owner upon depositing the notice with the U.S. Postal Service, or by delivery through a delivery service to the owner or owner's address, or by sending the notice by electronic means as designated by the owner in the Association's records.

3. DUE DATE

All assessments are due and payable the first calendar day of the billing period, or in such a manner determined by the Board in its sole and absolute discretion. If any amount due the Association is not paid on the date when due, then such amounts shall be considered past due. When the account becomes past due, it remains as such until such time as it is paid in full, including assessments, fines, interest, late fees, and costs associated with collecting past due amounts.

4. INTEREST

If the assessment is not paid by the due date, the assessment may bear interest from the due date at the rate set forth in the Declaration until the assessment is paid in full.

5. LATE FEES

If the assessment is not paid by the due date, the Association may levy a late charge pursuant to the amount, if any, provided for in the Declaration until paid in full.

6. COSTS FOR COLLECTING PAST DUE AMOUNTS

Per the Declaration, the owner is responsible for paying the Association any costs of collecting past due amounts. Costs the Association may incur or be responsible for and then add to the owner's account may include, but are not limited to: administrative oversight, hand delivery notification, certified mail, title searches, amounts related to staff servicing past due accounts, ownership mailing address verification, document preparation, amounts related to making staff available for communication with past due owners, file review costs, filing fees, and other costs.

In addition, pursuant to Texas Property Code, the Association may incur or be responsible for third party costs that an owner is then responsible for paying which may include, but are not limited to: attorney's fees and costs, court costs, filing fees, and other costs.

7. PAST DUE NOTIFICATION

In the event an amount remains unpaid after the due date, past due notices may be sent from the Association to the owner(s) each month the amount remains past due. The Association may send written notice on or about every thirty (30) days until such time the account is paid in full.

The Association may choose to cause work to be done in an effort to properly bill the owners and to fulfill the Board's duty to bill and collect all assessments. The Association may state in past due correspondence to the owner the nature of any additional work to be done on the owner's account and the corresponding cost to the Association that will be billed by the Association to the owner's account if the owner fails to pay in full by the due date.

Past due notices will contain a statement that the entire remaining unpaid balance is due and that the owner is entitled to a payment plan. In the event the owner chooses to enter a payment plan, in addition to interest, a monthly charge may be added to the owner's balance for administrative costs related to the payment plan and such additional administrative costs may continue until the entire balance is paid in full.

8. FINAL NOTICE PRIOR TO REFERRAL TO A THIRD PARTY

In the event an amount due remains unpaid for a period of more than two hundred and forty (240) days beyond the due date set forth on the initial notice of amounts due to the Association, or in the event an owner does not fulfill the terms of a payment plan agreement, the Board may vote in a meeting to send a Final Notice to the owner.

The Final Notice will be sent via certified mail pursuant to Section 209.0064 of the Texas Property Code and will set forth the following information: amounts due, including all past due assessments, interest, late fees, costs and any other amounts outstanding; a period of at least thirty (30) days for the owner to pay the amounts due; the availability of a payment plan if the owner is entitled to a payment plan as described in Section II of this document; notice of the owner's past due amounts being referred from the Association's handling to a third party collection agent or attorney if the amount remains unpaid after the referenced thirty (30) day period; and notice that any attorney's fees and costs will be charged to the owner's account.

9. REFERRAL OF ACCOUNT TO A THIRD PARTY – ESCALATED BILLING STATUS

Past due accounts referred to the Association's attorney for legal action may, per the Declaration of the Association, be charged interest, late fees, costs to the Association related to the administrative monitoring of an owner's account, and costs of the third party attorney's office. The costs for maintaining and monitoring accounts in an escalated billing status may include, but are not limited to: correspondence to and from the attorney, regular updates from the attorney to the Board, coordination with the Board related to the owner's file, processing invoices and partial payments, notary services, periodic review of the file, providing updated monthly statements to the attorney's office; producing documents, and when requested, information requests such as, confirmation of occupancy of property, identification of vehicles, etc.

Upon referral of an owner's account to a third party attorney's office, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a lawsuit against the past due owner for a money judgment, instituting a foreclosure or expedited foreclosure action; and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

10. PAYMENTS RETURNED FOR NON-SUFFICIENT FUNDS

An owner may be charged for costs related to a check that is returned for non-sufficient funds.

11. COMMON AREA

If a hearing is not requested within 30 days from the date the past due notice is mailed to the owner, the owner's use of recreational facilities and common properties may be suspended.

II. PAYMENT PLAN GUIDELINES

The Association hereby establishes an alternative payment schedule by which an owner may make partial payments to the Association for past due regular or special assessments or any other amounts owed to the Association without accruing monetary penalties. Monetary penalties do not include interest or reasonable costs associated with administering the payment plan. Any late fees imposed prior to a request for a payment plan may be made part of such payment plan at the discretion of the Board. The payment plan schedule and policy is as follows:

1. A payment plan term shall be determined at the discretion of the Board, but shall have a minimum term of not less than 3 months;
2. The Association may use its discretion to determine the maximum term of a payment plan;
3. The Association may set up, without the need for a case by case vote by the Board, a payment plan allowing up to 12 consecutive monthly installments;
4. An owner may submit a request for a payment plan that does not meet the foregoing guidelines and may provide any information they wish the Board to consider. The Board may approve or disapprove such payment plan, in its sole discretion, as long as the minimum term of the payment plan offered by the Association is not less than 3 months;
5. All payments shall be due by the date specified in the payment plan;
6. Failure by an owner to make a payment by the due date specified in the payment plan shall be considered a default of the payment plan;
7. The Association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two (2) years following the owner's default under a previous payment plan;
8. If an owner requests a payment plan that will extend into the next assessment cycle, the owner may be required to pay future assessments by the due date of those assessments in addition to the payments specified in the payment plan;
9. Pursuant to Section 209.0064(b)(3) of the Texas Property Code the Association is not required to offer a payment plan to an owner after the thirty (30) day period to pay the past due balance in the final notice has expired;
10. The Association is not required to allow an owner to enter into a payment plan more than once in any twelve (12) month period;
11. The Association is not required to allow a payment plan for any amount that extends more than 18 months from the date of the owner's request for a payment plan.

III. General Provisions

1. Independent Judgment

Notwithstanding the contents of this detailed policy, the officers, directors, and manager of the Association may exercise their independent, collective, and respective judgment in applying this policy.

2. Other Rights

This policy is in addition to and is not intended to detract from or limit the rights of the Association to bill assessments under the Association's Declaration and the laws of the State of Texas.

3. Application of Payments

A payment received by the Association shall be applied in accordance with Section 209.0063 of the Texas Property Code. The acceptance of a partial payment on an owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on an owner's account.

4. Replacement and Amendment of Policy

This policy replaces any previously recorded or implemented policy that addresses the subjects contained herein. The Board of Directors may amend this policy from time to time.

File Information

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

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**** THIS PAGE IS PART OF THE DOCUMENT ****

**** 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: 2/22/2019 1:05 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk