

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS

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KNOW ALL BY THESE PRESENTS:

COUNTY OF RAINS

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WHEREAS section 202.006 of the Texas Property Code requires that the property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Steamboat Shores Owners' Association is a property owners' association as the term is defined in the Texas Property Code and has property located in Rains County, Texas,

NOW THEREFORE, true copies of the following dedicatory instruments of the steamboat shores owners Association which of not previously been filed in the public records of Rains County are attached hereto, including:

Steamboat Shores Owners' Association CORRECTION TO PAYMENT PLAN GUIDELINE

FURTHER, other dedicatory instruments of the Steamboat Shores Owners' Association have already been filed in the public records of Rains County and these documents supplement the previously filed documents.

SIGNED on this the 2 day of July, 2015.

Signature: Tammy Rogers

By: Tammy Rogers, Secretary, Steamboat Shores Owners' Association

STATE OF TEXAS

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COUNTY OF RAINS

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This instrument was acknowledged before me on this 2 day of July, 2015 by Tammy Rogers.

Signature: Margie AllenBy: Margie Allen

Title: Notary in and for the State of Texas

My commission expires on 12/31/2016

FILED FOR RECORD
15 JUL - 2 PM 2:12
COUNTY CLERK
COUNTY OF RAINS
TEXAS
DEPUTY

STEAMBOAT SHORES OWNERS ASSOCIATION

PAYMENT PLAN GUIDELINES POLICY AND APPLICATION OF PAYMENTS SCHEDULE

WHEREAS, Steamboat Shores Owners Association (the "Association") constitutes a property owners association under the provisions of Chapter 209 of the Texas Property Code ("Code") and is composed of fifteen (15) or more lots;

WHEREAS, Section 209.0062 of the Code requires the Association to adopt reasonable guidelines that establish an alternative payment schedule by which a member of the Association may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties;

WHEREAS, Section 209.0063 of the Code requires payments made to the Association by its members be applied to a member's account in a particular order of priority, unless such member is in default of a payment plan entered into with the Association;

WHEREAS, the Board of Directors of the Association (the "Board") desires to adopt payment plan guidelines as required under Section 209.0062 of the Code and an application of payments schedule in conformity with Section 209.0063 of the Code.

NOW, THEREFORE, the Board hereby adopts this Payment Plan Guidelines Policy (the "Policy") and Application of Payments Schedule, as set forth below.

PAYMENT PLAN GUIDELINES

1. Eligibility for Payment Plan

Subject to the terms of this Policy, a member of the Association who is delinquent in the payment of any regular or special assessments, or any other amounts owed to the Association, including costs of collection incurred by the Association (hereinafter referred to collectively as the "Assessment Delinquency"), shall be entitled to enter into a payment plan agreement with the Association that allows such member to pay the Assessment Delinquency in installment payments without incurring additional monetary penalties (hereinafter referred to as a "Payment Plan Agreement"). Each Payment Plan Agreement shall be in accordance with the terms of these Payment Plan Guidelines and Section 209.0062 of the Code.

Notwithstanding the foregoing, or any provision herein to the contrary, a member of the Association shall be ineligible for a payment Plan Agreement if such member has defaulted on a previous Payment Plan Agreement with the Association during the prior two (2) year period.

2. Payment Plan Administrative Charges

In addition to the Assessment Delinquency, a member of the Association who enters into a

Payment Plan Agreement shall be required to pay the Association reasonable costs associated with preparing the Payment Plan Agreement and administering the member's compliance with the Payment Plan Agreement (hereinafter referred to collectively as the "Payment Plan Administrative Charges").

3. Payment Plan Schedule

The Association will typically allow a repayment term of six (6) months. The Association has the discretion to allow up to eighteen (18) months in the event of extenuating circumstances. The repayment term will depend on the total amount owed and other considerations to be determined by the Board.

4. Payment Plan Agreement

Each Payment Plan Agreement shall be evidenced in writing and executed by both the member and a duly authorized representative of the Association. The Payment Plan Agreement shall specify the total amount of the Assessment Delinquency as of the date of the Payment Plan Agreement, the total amount of Payment Plan Administrative Charges, and the term of the Payment Plan Agreement.

5. Use of Common Association-Owned Facilities

A member who has entered a Payment Plan Agreement shall have the privilege to use common Association-owned facilities and amenities as long as payments are made in strict accordance with the Payment Plan Agreement.

6. Default of Payment Plan Agreement

Each payment due under any Payment Plan Agreement shall be due and payable on or before the first (1st) day of the month in which it is due. Time is of the essence with respect to payments under the Payment Plan Agreement and the obligation to pay each monthly payment on or before the first (1st) day of each month must be strictly complied with. If a monthly payment made pursuant to a Payment Plan Agreement is returned for insufficient funds and/or if a payment is received after the due date thereof, it shall constitute a material breach of the Payment Plan Agreement. In such event, all unpaid amount subject to the Payment Plan Agreement shall automatically, without further notice from the Association, be accelerated and shall be immediately due and payable in full to the Association. Further, the member shall be considered in default of the Payment Plan Agreement until such accelerated balance is paid in full.

The defaulting member shall be liable for all costs of collection, including attorney's fees incurred by the Association to collect any unpaid amounts subject to the Payment Plan Agreement, which shall be added to and included within the Assessment Delinquency. Any payments received by the Association from a member who is in default of a Payment Plan Agreement shall be applied

to the member's debt or account in the following order or priority:

- (1) any attorney's fees of third-party collection costs incurred by the Association in connection with collection of the member's debt;
- (2) any other fees and expenses reimbursable to the Association in connection with collection of the member's debt;
- (3) any late charges and interest due by the member;
- (4) any past-due delinquent assessments (beginning with the oldest);
- (5) any current assessments;
- (6) any other amount owed to the Association (excluding fines); and
- (7) any fines assessed by the Association.

A member who defaults on a Payment Plan Agreement will immediately lose the privilege to use any common Association-owned facilities or amenities.

APPLICATION OF PAYMENTS SCHEDULE

In accordance with the terms of Section 209.0063 of the Code, except for payments made to the Association by members who are in default under a Payment Plan Agreement with the Association (as provided above), a payment received by the Association from a member shall be applied to a member's account in the following order of priority:

- (1) any delinquent assessments (beginning with the oldest);
- (2) any current assessments;
- (3) any attorney's fees or third-party collection costs incurred by the Association associated solely with collection of unpaid assessments or any other charge that could provide the basis for foreclosure of the Association's assessment lien;
- (4) any attorney's fees incurred by the Association that are not associated solely with collection of unpaid assessments or that do not provide a basis for foreclosure of the Association's assessment lien;
- (5) any fines assessed by the Association; and
- (6) any other amount owed to the Association.

CERTIFICATION

IN WITNESS WHEREOF, the undersigned, Tammy Rogers, as the duly elected, qualified and acting Secretary of the Steamboat Shores Owners Association, a Texas nonprofit corporation, hereby certifies on behalf of the Association that this Payment Plan Guidelines Policy and Application of Payments Schedule was duly adopted by the Board of Directors of the Association at a meeting of the Board held on June 9, 2015, and shall take effect upon its recording in the Official Public Records of Rains County, Texas.

STEAMBOAT SHORES OWNERS ASSOCIATION
a Texas nonprofit corporation

By: Tammy Rogers
Its: Tammy Rogers
Secretary

THE STATE OF TEXAS

COUNTY OF RAINS



BEFORE ME, the undersigned notary public, on this day personally appeared Tammy Rogers, known to me to be the person whose name is subscribed to the foregoing document on behalf of Steamboat Shores Owners Association, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2 day of July, 2015.

Margie Allen
Notary Public - State of Texas

AFTER RECORDING PLEASE RETURN TO:

Gloria Holt,
Steamboat Shores Owners Association
#2 Steamboat Shores
Emory, TX 75440

I hereby certify this instrument was filed and duly recorded in the Rains County, Texas, Official Public Records on the date and time stamped hereon by me



Linda Wallace
Linda Wallace, County Clerk
Rains County, Texas