

MILLS BRANCH VILLAGE COMMUNITY ASSOCIATION, INC.

PAYMENT PLAN POLICY

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Mills Branch Village Community Association, Inc., a Texas nonprofit corporation (the "Association"), is the governing entity for Mills Branch Village, Sections 1, 2, 3, 4, 5, and 6, additions in Harris County, Texas, according to the maps or plats thereof, recorded in the Map Records of Harris County, Texas, under Clerk's Film Code Nos. 328001, 338096, 346147, 349130, 353009, and 354029, respectively, along with any amendments and replats thereto, and any additional property brought within the jurisdiction of the Association in the future (the "Subdivision"); and

WHEREAS Section 209.0062 of the Texas Property Code requires property owners' associations composed of more than fourteen (14) lots to adopt reasonable guidelines to establish an alternative payment schedule by which their members may make partial payments to their property owners' association for amounts owed to the association without accruing additional monetary penalties; and,

WHEREAS this Dedicatory Instrument represents restrictive covenants as those terms are defined by Texas Property Code §202.001, et. seq, and the Association shall have and may exercise discretionary authority with respect to these restrictive covenants; and,

WHEREAS these policies fully repeal and replace any earlier-recorded payment plan policies; and,

NOW THEREFORE, in accordance with the foregoing and as evidenced by the Certification hereto, the Association hereby adopts and imposes on the Subdivision the following:

I. PAYMENT PLAN POLICY AND PROCEDURES

- 1) The Association shall allow Owners to enter a Payment Plan to repay their delinquent assessments to the extent required by Section 209.0062 of the Texas Property Code.
- 2) An Owner shall be entitled to an approved Payment Plan, if requested by the Owner, in writing, within the requisite notice period provided by Section 209.0064 of the Texas Property Code. An Association may choose to provide a Payment Plan at any other time thereafter at the sole option of the Association and in the sole discretion of its Board of Directors.
- 3) All Payment Plans require a down payment and monthly payments.

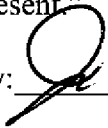
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- 4) Alternative Payment Plan proposals shall be submitted to the Association in writing for approval, including a proposed down payment and number of months to complete the plan.
- 5) No Payment Plan may last less than 3 months or longer than 18 months.
- 6) The Association may only charge interest throughout the Payment Plan and the reasonable costs of administering the Payment Plan, while an owner is current on their Payment Plan.
- 7) A Payment Plan must include sequential monthly payments. The total of all proposed payments under the Plan must equal the current balance plus the Payment Plan administrative fees, along with the estimated accrued interest.
- 8) If an owner requests a Payment Plan that will extend into the next assessment period, the owner shall be required to pay future assessments by the due date *in addition* to the payments specified in the Payment Plan. Failure to pay the future assessment as it comes due shall constitute breach of the Payment Plan in accordance with Article 10 of this Policy.
- 9) All Payment Plans must be in writing on a form provided by the Association or its agent or attorney, or on a form otherwise approved by the Association.
- 10) If an owner defaults on the Payment Plan the Payment Plan is immediately terminated, unless the Association determines that the owner may be allowed to cure the breach. Default of a Payment Plan includes:
 - a) failing to return a signed Payment Plan form with the down payment;
 - b) missing a payment due in a calendar month (including NSF checks); or
 - c) failing to pay future assessments by the due date if the Payment Plan extends into the next assessment period.
- 11) The Association will not enter into a payment plan with an Owner who has failed to honor the terms of a previous payment plan during the two (2) years following the Owner's default under the previous payment plan.
- 12) The Association will not provide an Owner with more than one Payment Plan within any 12 month period.
- 13) Payments received by the Association while an Owner is in default of their Payment Plan, may first be applied to unsecured charges, then legal fees, interest, and any other secured charges, then assessment amounts, until the Owner has paid off the entire delinquency following the default under their plan.
- 14) In the event an Owner has been referred to the Association's attorney for collections, the payment plan policy provisions herein are deemed to be for the sole benefit and

convenience of the Association, and shall not represent in any way, any entitlement to the Owner; all attorney's fees and costs associated with collections shall be included in any payment plan arrangement, and no payment plan arrangement shall be completed until all attorney's fees and expenses associated with collection are paid by the Owner.

CERTIFICATION

"I, the undersigned, being a Director of the Mills Branch Village Community Association, Inc., hereby certify that the foregoing was adopted by at least a majority of the Mills Branch Village Community Association, Inc.'s board of directors, at an open and properly noticed meeting of the board, at which a quorum of the board was present."

By: 

Print name: JERRY R. KRUISE

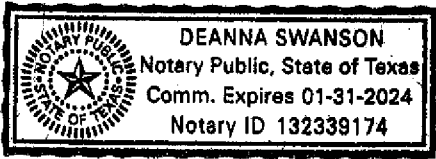
Title: PRESIDENT

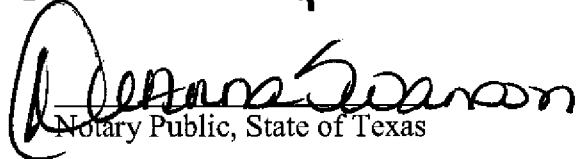
ACKNOWLEDGEMENT

STATE OF TEXAS §
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BEFORE ME, the undersigned authority, on this day personally appeared the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 24th day of July, 2022.




Notary Public, State of Texas

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Pages 4
08/19/2022 09:47 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$26.00

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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