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Notice
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ASSOCIATION OF GREEN TRAILS PHASE II HOMEOWNERS, INC.

PAYMENT PLAN POLICY
(December 2011)

WHEREAS, the Texas Legislature has adopted legislation adding Section 209.0062 ("Section 209.0062"), to the Texas Property Code, effective January 1, 2012; and

WHEREAS, Section 209.0062 relates to alternative payment schedules for assessments ("Payment Plans"); and

WHEREAS, the Board of Directors (the "Board") of the Association of Green Trails Phase II Homeowners, Inc. (the "Association") desires to adopt a policy for Payment Plans that is consistent with Section 209.0062;

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NOW, THEREFORE, the Board hereby adopts the following Payment Plan Policy (the "Policy"):

1. Subject to Section 6 below, Owners are entitled to enter into Payment Plans for annual and special assessments and other amounts owed to the Association pursuant to the requirements of this Policy.
2. Any costs, fees or expenses incurred (whether by the Association or otherwise) prior to the date of entry into the Payment Plan, in collecting the amounts owed to the Association, shall be added to the balance owed under the Payment Plan. The Association may also impose upon the Owner reasonable costs associated with administering the Payment Plan. Interest will accrue under a Payment Plan at the rate provided for under the Association's Declaration of Covenants, Conditions and Restrictions for Green Trails, Phase II (Harris County Recordation No. 185-61-0323)(the "Deed Restrictions").
3. In order to become effective, a Payment Plan must be (a) in writing on the form provided by the Association (or a representative of the Association), (b) signed by the Owner, and (c) accompanied by any required payment.
4. Payment Plans may not be (a) shorter than three months, or (b) longer than eighteen months. Subject to (a) and (b) above, the length of a Payment Plan should be at the sole and absolute discretion of the Association. Multiple or sequential Payment Plans may also be offered (or not) at the sole and absolute discretion of the Association. As used herein, the term "sole and absolute discretion of the Association" shall mean the Association acting through its Board of Directors or other representative(s) designated by the Board of Directors.
5. If an Owner defaults under a Payment Plan, such Payment Plan will be treated as void and the full amount due under the Payment Plan shall be immediately due. Default will include (a) any late monthly or other payment provided for under the Payment Plan, (b) any payment that is less than the amount provided for under the Payment Plan, (c) if a Payment Plan extends beyond the due date of next annual assessment, failure to pay such annual assessment by the due date, and (d) such other events of default provided for under the Payment Plan.
6. The Association has no obligation to provide a Payment Plan to any Owner who has defaulted under a Payment Plan at any time within the prior two years.
7. Any waiver of a default under a Payment Plan, or extension or other modification of a Payment Plan, shall be at the sole and absolute discretion of the Association.

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BY:.....

8. This Policy shall become effective when it is recorded in the real property records of Harris County, Texas.

9. To the extent that this Policy is inconsistent with the Assessments Collection Policy (as amended on November 8, 2007) previously adopted by the Association, this Policy shall govern.

10. The Association reserves the right to amend this Policy at any time, *provided that* any such amendment shall not adversely affect any outstanding Payment Plans. If any provision of this Policy is determined to be unenforceable, such determination shall not affect any of the provisions of this Policy, and the unenforceable provision shall be deemed to have been modified to the extent necessary to render it enforceable.

11. Any capitalized terms that are used herein by not defined herein shall have the same meaning as is set forth in the Deed Restrictions.

Dated: December 16, 2011

THE BOARD OF DIRECTORS OF THE ASSOCIATION
OF GREEN TRAILS PHASE II HOMEOWNERS, INC.

FILED
2011 DEC 30 PM 12:49
Star Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

PRESIDENT'S CERTIFICATE OF FILING

I, Bernard L. Birkel, certify that:

I am the duly qualified and acting President of Association of Green Trails Phase II Homeowners, Inc., a duly organized and existing Texas non-profit corporation (the "Association").

The attached instruments are true copies of unrecorded Dedicatory Instruments (as that term is defined under Section 202.001 of the Texas Property Code) pertaining to the Association.

The attached instruments are being presented for recording in the Official Public Records of Real Property of Harris County, Texas, pursuant to Section 202.006 of the Texas Property Code.

Dated: December 19, 2011

ASSOCIATION OF GREEN TRAILS PHASE II HOMEOWNERS, INC. *102*

[Signature]
Bernard L. Birkel, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 19th day of December 2011 by Bernard L. Birkel, the President of Association of Green Trails Phase II Homeowners, Inc., a Texas non-profit corporation, on behalf of said corporation.



[Signature]
Notary Public in and for The State of Texas

AFTER RECORDING, RETURN TO:
Bartley & Spears, P.C.
14811 St. Mary's Lane, Suite 270
Houston, Texas 77079

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.

DEC 30 2011



[Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS