

**PAYMENT PLAN POLICY**  
**FOR AUSTIN'S COLONY HOMEOWNERS ASSOCIATION OF BRYAN, INC.**

STATE OF TEXAS           §  
  §                   KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF BRAZOS     §

WHEREAS, the Austin's Colony Homeowners Association of Bryan, Inc. ("Association") is charged with enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 ("Section 209.0062") thereto regarding alternative payment schedules for assessments ("Payment Plans"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Payment Plan Policy*:

1. **Applicability.** This policy only applies to delinquent regular assessments, special assessments or other amounts owed the Association prior to the debt being turned over to a "collection agent" as that term is defined by Section 209.0064 of the Texas Property Code.
2. **Term.** The term for a payment plan offered by the Association shall be a maximum of six (6) months, with the payments being equal in monthly amounts over the duration of the payment plan period.
3. **Payment Plan Agreement.** The Owner shall be obligated to execute a payment plan agreement ("Payment Plan Agreement") which sets forth the total amount to be paid, the term of the payment plan, the due date for and amount of each payment, and the address to which payments are to be mailed or delivered. A payment shall not be effective until the Owner executes the required Payment Plan Agreement.
4. **Sums Included in Plan.** The Payment Plan shall include all delinquent regular and/or special assessments and other sums owed to the Association as of the effective date of the Payment Plan Agreement. The payment plan shall not include any assessments which have not become due and payable to the Association as of the effective date of the Payment Plan Agreement. The Payment Plan Agreement shall provide that any assessments or other valid charges that become due and payable to the Association per the dedicatory instruments of the Association during the term of the payment plan must be paid in a timely manner.

5. **Grace Period.** There will be a grace period of three (3) business days from the due date of a payment. If a payment is not received at the address set forth in the Payment Plan by the close of business on the third (3<sup>rd</sup>) business day following the date on which the payment is due, the Owner shall be deemed to be in default of the Payment Plan Agreement.
6. **Administrative Costs and Interest.** The Association shall add to the delinquent assessments and other amounts owed to the Association to be paid in accordance with the Payment Plan Agreement reasonable costs for administering the payment plan, as follows: \$25.00 (twenty five) for the preparation of a Payment Plan Agreement and \$5.00 (five) per payment for receiving, documenting and processing each payment. During the term of the payment plan, interest shall continue to accrue on delinquent assessments at the rate provided in the applicable Declaration of Covenants, Conditions and Restrictions or Supplemental Declaration of Covenants, Conditions and Restrictions.
7. **Monthly Penalties.** During the term of the payment plan, the Association shall not impose any monetary penalties with respect to the delinquent assessments and other charges included in the payment plan, except as provided in Section 6. Monetary penalties include late charges and fees otherwise charged by the management company and/or Association and added to the Owner's account as a result of the account being delinquent, if any.
8. **Default.** If an Owner fails to make a payment to the Association by the end of the grace period applicable to the due date for that payment, the Owner shall be in default of the Payment Plan Agreement, at which point the Payment Plan Agreement shall automatically become void. The Association may notify the Owner that the Payment Plan Agreement is void as a result of the Owner's default, but notice to the Owner shall not be a prerequisite for the Payment Plan Agreement to become void. If the Association receives a payment after the expiration of the grace period, and before the Association notifies the Owner that the Payment Plan Agreement is void, the Association may accept the payment and apply it to the Owner's account. The acceptance of a payment made by an Owner after the Payment Plan Agreement has become void shall not reinstate the Payment Plan Agreement.
9. **Owners Not Eligible for a Payment Plan.** 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 the previous payment plan.

This policy is effective upon recordation in the Public Records of Brazos County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Payment Plan Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Brazos County, Texas.

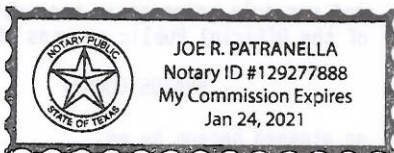
Approved and adopted by the Board on this 16<sup>th</sup> day of May, 2017.

AUSTIN'S COLONY HOMEOWNERS  
ASSOCIATION OF BRYAN, INC.

By: Charles J. Gines  
President

STATE OF TEXAS §  
§  
COUNTY OF BRAZOS §

BEFORE ME, the undersigned notary public, on this 16<sup>th</sup> day of May, 2017 personally appeared Charles Gines, President of Austin's Colony Homeowners Association of Bryan, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Joe R. Patranella  
Notary Public, State of Texas

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Payment Plan Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Brazos County, Texas.

Approved and adopted by the Board on this 19th day of May, 2017.

AUSTIN'S COLONY HOMEOWNERS ASSOCIATION OF BRYAN, INC.

By: [Signature]  
President

Filed for Record in:  
BRAZOS COUNTY

On: May 19, 2017 at 03:00P

As a  
NO LABEL RECORDING

Document Number: 01297835

Amount: 34.00

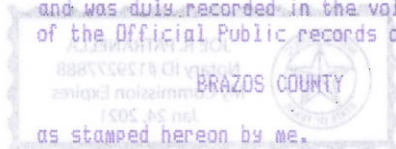
Receipt Number - 603029

By:  
Patsy Montalbano

the undersigned notary public on this day of May, 2017 personally appeared Charles James, President of Austin's Colony Homeowners Association of Bryan, Inc., known to me to be the person whose name is subscribed to the instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

[Signature]  
Notary Public, State of Texas

STATE OF TEXAS COUNTY OF BRAZOS  
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Public records of:



as stamped hereon by me.  
May 19, 2017

Karen McQueen, Brazos County Clerk  
BRAZOS COUNTY