

148663

PAYMENT PLAN POLICY
FOR
CAMP BRANCH ACRES PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS §
§
COUNTY OF TRINITY §

I, Kelle Rahm, Chairman of Camp Branch Acres Property Owners Association (CBAPOA), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors of CBAPOA (the "Board") duly called and held on the 2nd day of December, 2023, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Payment Plan Policy was duly approved by a majority vote of the members of the Board:

POLICY:

It is the policy of CBAPOA to provide an alternative payment schedule (Texas Prop. Code 209.0062) by which an Owner may make payments to the Association for delinquent regular or special assessments or any other amounts owed to CBAPOA, as follows:

1. **Applicability.** This policy only applies to delinquent regular assessments, special assessment or other amounts owed to CBAPOA 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(s) for a payment plan offered by CBAPOA will be either three (3) months or six (6) months.
3. **Payment Plan Agreement.** The owner is 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 plan is not effective until the Owner executes the required Payment Plan Agreement.
4. **Sums Included in Plan.** The payment plan will include all delinquent regular and/or special assessments and other sums owed to CBAPOA as of the effective date of the Payment Plan Agreement. During the term of the payment plan, any applicable late fees will apply on delinquent assessments. The payment plan will not include any assessments which become due and payable to CBAPOA after the effective date of the Payment Plan Agreement. The Payment Plan Agreement may provide that any assessments or other valid charges that become due and payment to CBAPOA per the dedicatory instruments of CBAPOA 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 for a payment. If a payment is not received at the address set forth in the Payment Plan Agreement by the close of business on the third (3rd) business day following the date on which the payment is due, the Owner will be deemed to be in default of the Payment Plan Agreement.
6. **Monthly Penalties.** During the term of the payment plan, CBAPOA may not impose any monetary penalties with respect to the delinquent assessments and other charges included in the payment plan.
7. **Default.** If an Owner fails to make a payment to CBAPOA by the end of the grace period applicable to the due date for that payment, the Owner will be in default of the Payment Plan Agreement, at which point the Payment Plan Agreement will automatically become void. CBAPOA may notify the Owner that the Payment Plan Agreement is void as a result of the Owner's default, but notice to the Owner is not a prerequisite for the Payment Plan Agreement to become void. If CBAPOA receives a payment after the expiration of the grace period and before CBAPOA notifies the Owner that the Payment Plan Agreement is void, CBAPOA 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 does not reinstate the Payment Plan Agreement.

8. **Owners Not Eligible for a Payment Plan.** CBAPOA is not required to 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. CBAPOA is not required to make a payment plan available to an Owner after a notice in accordance with Section 209.0064(b)(3) has been sent to the Owner and the period in that notice has expired. Finally, CBAPOA is not required to allow an Owner to enter into a payment plan more than once in any twelve (12) month period.

I hereby certify that I am the duly elected, qualified and acting Chairman of CBAPOA 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 CBAPOA, to be effective upon recording with the County Clerk of Trinity County, Texas.

Camp Branch Acres Property Association

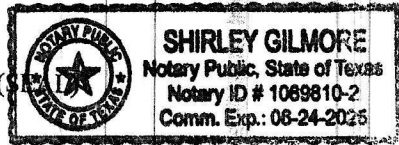
Kelle Rahm
Kelle Rahm, Chairman

THE STATE OF TEXAS

COUNTY OF FOLK

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This instrument was acknowledged before me on the 7th day of December, 2023 by Kelle Rahm, Chairman, Camp Branch Acres Property Owners Association, on behalf of said association in the capacity therein stated.



Shirley Gilmore
NOTARY PUBLIC

FILED
at 9:20 o'clock A M

DEC 08 2023

Shasta Bergman
SHASTA BERGMAN
COUNTY CLERK, TRINITY CO., TEXAS