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Notice

SUNBURY ESTATES COMMUNITY IMPROVEMENT ASSOCIATION, INC.

PAYMENT PLAN POLICY

20110525481
12/16/2011 RP1 \$20.00

WHEREAS, the Sunbury Estates Community Improvement Association, Inc., hereinafter the "Association", a Texas non-profit corporation; (the "Association"), which is governed by its Board of Directors (the "Board"), is the governing entity of the Post Wood, Section Five (5) Subdivision and authorized to enact this Policy; and

WHEREAS, this Payment Plan Policy applies to the operation and utilization of property within the Post Wood, Section Five (5) Subdivision, an addition in Harris County, Texas, under Harris County Clerk's File Number F959955, and as amended under Clerk's File Number G941180 and as according to the maps or plats thereof recorded under Volume 285, Page 57, and as amended under Volume 301, Page 116, of the Map Records of Harris County, Texas; and

WHEREAS, the Board of Directors of the Association desires to establish guidelines to administer an installment payment process for delinquent amounts owed to the Association in compliance with Chapter 209 of the Texas Property Code ; and

NOW THEREFORE, the Board of Directors of the Association hereby adopts the following Payment Plan Policy pursuant to Chapter 209 of the Texas Property Code and the authority granted to the Board by the provisions of the By-laws:

This payment plan policy was approved by the board of Directors for the Sunbury Estates Community Improvement Association, Inc., on the 10th day of October, 2011, to be effective January 1, 2012.

- 1) All Owners are entitled to an approved payment plan to pay their annual assessments.
- 2) All payment plans require a down payment and monthly payments.
- 3) Upon request, all Owners are automatically approved for a payment plan consisting of 10% down, with the balance paid off in 6 monthly installments.
- 4) Alternative Payment Plan proposals shall be submitted to and approved by the Association in writing. The Association is not obligated to approve alternative Payment Plan proposals.
- 5) 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, plus the estimated accrued interest.
- 6) 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.
- 7) All Payment Plans must be in writing on a form provided by the Association, or a form otherwise approved by the Association.
- 8) If an owner defaults on the Payment Plan the Payment Plan is terminated. 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; or
 - c. failing to pay future assessments by the due date if the Payment Plan extends into the next assessment period.
- 9) If an owner defaults on a Payment Plan the Association is not obligated to make another Payment Plan with the owner for the next two years after the date of default.
- 10) No payment plan may last shorter than 3 months or longer than 18 months, although an Owner is not prohibited from paying amounts due to the Association earlier than contemplated by a payment plan.
- 11) The Association is allowed to charge interest and reasonable administrative costs throughout the payment plan, but may not charge a late fee or any other penalties.

The Association, through its Board of Directors, shall have and may exercise discretionary authority concerning the restrictive covenants contained herein.

CERTIFICATION

"I, the undersigned, being the President of the Sunbury Estates Community Improvement Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors."

By: [Signature], President
 Print name: JACK MAXWELL

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR LEASE 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 16 2011



Stan Stewart
 COUNTY CLERK
 HARRIS COUNTY, TEXAS

ACKNOWLEDGEMENT

STATE OF TEXAS §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Jack Maxwell, President of the Sunbury Estates Community Improvement Association, Inc., and known by me to be 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 10th day of October, 2011.



[Signature]
 Notary Public, State of Texas

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

**FILED FOR RECORD
 8:00 AM**

DEC 16 2011

RETURN TO:
 Holt & Young, P.C.
 11200 Richmond Ave., Suite 450
 Houston, Texas 77082

Stan Stewart
 County Clerk, Harris County, Texas