

**COUNTRY CLUB ESTATES HOMEOWNERS' ASSOCIATION, INC.**

**PAYMENT PLAN GUIDELINES POLICY AND APPLICATION OF PAYMENTS SCHEDULE**

WHEREAS, Country Club Estates Homeowners' Association (the "Association") constitutes a property owners association under the provisions of Chapter 209 of the Texas Property Code (the "Code") and is composed of fifteen (15) or more lots;

WHEREAS, Section 209.0062 of the Code requires the Association to adopt reasonable guidelines that establish an alternative payment schedule by which a member of the Association may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties;

WHEREAS, Section 209.0063 of the Code requires payments made to the Association by its members be applied to a member's account in a particular order of priority, unless such member is in default of a payment plan entered into with the Association;

WHEREAS, the Board of Directors of the Association ("the Board") desires to adopt payment plan guidelines as required under Section 209.0062 of the Code and an application of payments schedule in conformity with Section 209.0063 of the Code.

NOW, THEREFORE, the Board hereby adopts the Payment Plan Guidelines Policy (the "Policy") and Application of Payments Schedule, as set forth below.

**PAYMENT PLAN GUIDELINES**

**1. Eligibility for Payment Plan**

Subject to the terms of this Policy, a member of the Association (hereinafter referred to as "member") who is delinquent in the payment of any regular or special assessments, or any other amounts owed to the Association, including costs of collection incurred by the Association (hereinafter referred to collectively as the "Assessment Delinquency"), shall be entitled to enter into a Payment Plan Agreement (hereinafter referred to as an "Agreement") with the Association that allows such member to pay their Assessment Delinquency in installments payments without incurring additional monetary penalties. For purposes of Section 209.0062, monetary penalties do not include reasonable costs associated with administering the payment plan or accrued interest. Each such Agreement shall be in accordance with these Payment Plan Guidelines and the requirements of Section 209.0062 of the Code.

Notwithstanding the foregoing, or any provision here to the contrary, a member of the Association shall be ineligible to pay his or her Assessment Delinquency under an Agreement if such member has failed to honor the terms of a previous Agreement and it has been less than two (2) years since the member's default under the previous Agreement. In addition, the Association is not required to allow a member to enter into a payment plan more than once in any 12-month period.

**2. Payment Plan Administrative Charges and Interest**

In addition to the Assessment Delinquency, a member of the Association who enters into an Agreement shall be required to pay to the Association reasonable costs associated with preparing the Agreement and administering the member's compliance with the Agreement (hereinafter referred to collectively as the "Payment Plan Administrative Charges"). A member who enters into an Agreement shall also be required to pay all interest due and payable on the member's Assessment Delinquency in accordance with applicable provisions of the Association's governing documents, which shall continue to accrue on the Assessment Delinquency during the term of the Agreement.

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**3. Available Payment Plan Schedules**

The Association has established a payment plan for a minimum term of three (3) months. The Board may use its discretion to determine the maximum term of a payment plan not to exceed twelve (12) months. The member shall pay the Assessment Delinquency, plus any Payment Plan Administrative Charges and accrued interest, in consecutive monthly installments over the agreed upon term of the Agreement.

**4. Payment Plan Agreement ("Agreement")**

Each Agreement shall be evidenced in writing and executed by both the member and a duly authorized representative of the Association. The Agreement shall specify the total amount of the Assessment Delinquency owed to the Association as of the date of the Agreement, the total amount of the Payment Plan Administrative Charges and interest to be paid under the Agreement, the term of the repayment schedule, and the day of the month each payment is due.

**5. Default of Agreement**

Each payment under an Agreement shall be due and payable to the Association on or before the day of the month specified in the Agreement. Time is of the essence with respect to payments under an Agreement and the obligation to pay each monthly payment on or before its due date must be strictly complied with. If a monthly payment made pursuant to an Agreement is returned for insufficient funds and or if a payment is received after the due date, it shall constitute a material breach of the Agreement. In such event, all unpaid amounts subject to the Agreement shall automatically, without any further notice from the Association, be accelerated and shall be immediately due and payable in full to the Association.

In such event, the member shall be considered in default of the Agreement until the full amount of the accelerated Assessment Delinquency, Payment Plan Administrative Charges, and accrued interest are paid in full (the "Payment Plan Default Period"). The defaulting member shall be liable for all costs of collection, including attorneys' fees, incurred by the Association to collect any remaining unpaid amounts subject to the Agreement, which shall be added to and included within the Assessment Delinquency that must be paid by the defaulting member under the Agreement.

Any payments received from a member who is in default under an Agreement during a Payment Plan Default Period shall be applied to the member's debt or account in the following order of priority:

- 1) Any attorneys' fees or third-party collection costs incurred by the Association in connection with collection of the member's debt;
- 2) Any other fees and expenses reimbursable to the Association in connection with collection of the member's debt;
- 3) Any late charges and interest due by the member;
- 4) Any past-due delinquent assessments (beginning with the oldest);
- 5) Any current assessments;
- 6) Any other amount owed to the Association (excluding fines); and
- 7) Any fines assessed by the Association.

**APPLICATION OF PAYMENTS SCHEDULE**

In accordance with the terms of Section 209.0063 of the Code, except for payment made to the Association by members who are in default under an Agreement with the Association (as provided above), a payment received by the Association from a member shall be applied to the member's account in the following order of priority:

- 1) Any delinquent assessments (beginning with the oldest);
- 2) Any current assessments;



- 3) Any attorneys' fees or third-party collection costs incurred by the Association associated solely with collection of unpaid assessments or any other charge that could provide the basis for foreclosure of the Association's assessment lien;
- 4) Any attorneys' fees incurred by the Association that are not associated solely with collection of unpaid assessments or that do not provide a basis for foreclosure of the Association's assessment lien;
- 5) Any fines assessed by the Association; and
- 6) Any other amount owed to the Association.

**CERTIFICATION**

IN WITNESS WHEREOF, the undersigned, Donna Myers, as the duly elected, qualified, and acting Treasurer of Country Club Estates Homeowners' Association, Inc., a Texas nonprofit corporation, hereby certifies on behalf of the Association that this Payment Plan Guidelines Policy and Application of payment Schedule was duly adopted by the Board of directors of the Association at a meeting of the Board held on February 25, 2021, and shall take effect upon its recording in the Official Public Records of Guadalupe County, Texas.

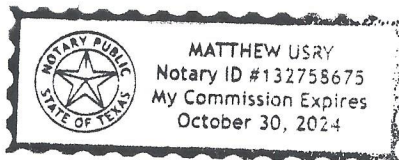
COUNTRY CLUB ESTATES HOMEOWNERS'  
ASSOCIATION, INC.  
A Texas nonprofit corporation

Donna Myers  
BY: Donna Myers  
ITS: Treasurer

THE STATE OF TEXAS §  
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the 1st day of March, 2021, by Donna Myers, Treasurer of Country Club Estates Homeowners' Association, Inc., a Texas nonprofit corporation.

**Notary Seal  
Not Reproducible**



Matthew Usry  
Notary Public Signature

AFTER RECORDING, PLEASE RETURN TO:

Donna Myers, Managing Agent  
Country Club Estates Homeowners' Association, Inc.  
816 Arvin  
Seguin, Texas 78155

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I certify this instrument was FILED and RECORDED  
in the OFFICIAL PUBLIC RECORDS  
of Guadalupe County, Texas on  
03/02/2021 12:32:15 PM PAGES: 3 MARISSA  
TERESA KIEL, COUNTY CLERK



Teresa Kiel