ADDITIONAL DEDICATORY INSTRUMENTS for NASSAU BAY HOMES ASSOCIATION, INC.

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

BEFORE ME, the undersigned authority, on this day personally appeared Trisha Taylor Farine, who, being by me first duly sworn, states on oath the following:

"My name is Trisha Taylor Farine, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

"I am the Attorney/Agent of NASSAU BAY HOMES ASSOCIATION, INC. Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files:

Policy Regarding Alternative Payment Schedules

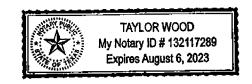
NASSAU BAY HOMES ASSOCIATION, INC.

Trisha Taylor Farine, Attorney/Agent

SUBSCRIBED AND SWORN TO BEFORE ME by the said Trisha Taylor Farine, on this the 26+10

THE STATE OF TEXAS

After recording return to: DAUGHTRY & FARINE, P.C. 17044 El Camino Real Houston, Texas 77058



NASSAU BAY HOMES ASSOCIATION, INC. POLICY REGARDING ALTERNATIVE PAYMENT SCHEDULES (October, 2021)

WHEREAS, Section 209.0062 of the Texas Property Code requires property owners associations to adopt reasonable guidelines to establish an alternative payment schedule by which an owner can make partial payments to the association for delinquent, regular or special assessments or any other amount owed to the association without accruing additional penalties; and

WHEREAS, Section 209.0062(d) requires property owners associations to file the association's guidelines in the real property records of the county where the subdivision is located.

NOW THEREFORE, BE IT RESOLVED THAT:

The following POLICY REGARDING ALTERNATIVE PAYMENT SCHEDULES is hereby adopted:

- Owners who request a payment plan within the timeframe described in Section 209.0064(b)(3) may enter
 into a payment plan or alternative payment schedule, provided they have not defaulted on a previous
 payment plan in the preceding 24 month period. If an owner fails to request a payment plan within this
 time period and/or a default has occurred in the previous 24-month period, then the Board of Directors shall
 use its discretion as whether to allow any additional payment plans.
- The Association may, but is not required to enter into a payment plan more than once in any 12-month period.
- 3. All payment plans must be in writing using a form promulgated by the Association or its agent or attorney, and signed by the Owner. No partial payments will be accepted without an approved written payment plan agreement. Notwithstanding, any acceptance by the Association of a partial payment from an Owner without a signed payment plan agreement does not in any way indicate acceptance or approval of a payment plan or alternative payment schedule.
- 4. Payment plans shall be no shorter than three (3) months, and shall not exceed twelve (12) months in length, unless the Board in its discretion determines that a longer payment agreement is warranted. Payment plans will require either a down payment and monthly installments, or equal monthly installments
- 5. For the duration of a payment plan or alternative payment schedule, and so long as payments are made timely, the Association shall refrain from charging additional late fees or other monetary penalties. However, the Association may charge interest at the rate contained in its governing documents, in addition to costs or fees associated with administration of the payment plan.

Adopted this 2154 day of October . 2021, by the Board of Directors of Nassau Bay Homes Association, Inc.

NASSAU BAY HOMES ASSOCIATION, INC.

Signature of President

Print Name:

RP-2021-633604
Pages 3
11/03/2021 07:45 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$22.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.

OF HARRIS COUNTY, IN

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