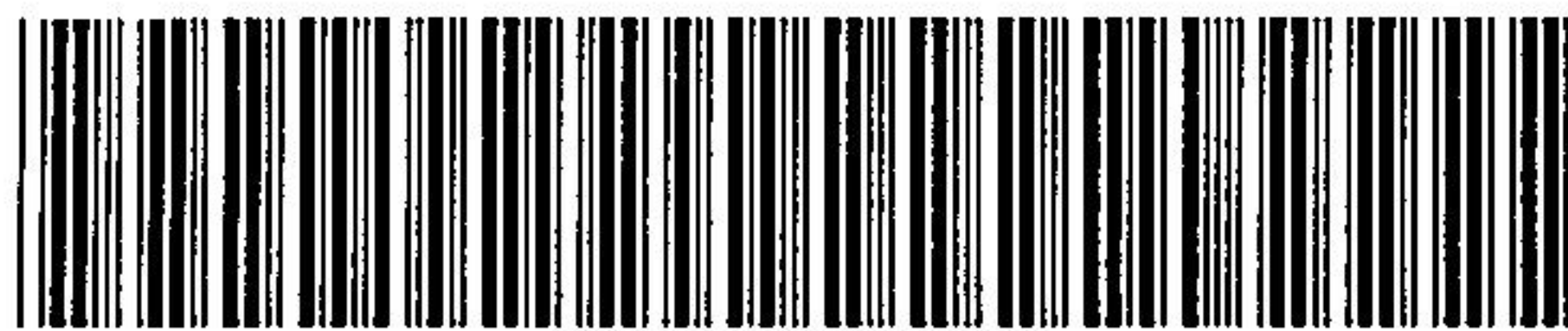


Matagorda County
Janet Hickl County Clerk
1700 7th St. Rm 202
Bay City, TX 77414



70 2018 00005777

Instrument Number: 2018-5777

As

Recorded On: September 24, 2018

Recordings

Billable Pages: 4

Number of Pages: 5

Comment:

(Parties listed above are for Clerks reference only)

**** THIS IS NOT A BILL ****

Recordings	38.00
Total Recording:	38.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Record and Return To:

Document Number: 2018-5777
Receipt Number: 62870
Recorded Date/Time: September 24, 2018 09:18:39A

CLAY BISHOP
P.O. BOX 240
MATAGORDA TX 77457

User / Station: N Mclain - CC-Front Counter

STATE OF TEXAS COUNTY OF MATAGORDA
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 RECORDS of Matagorda
County, Texas.

Janet Hickl
COUNTY CLERK, Matagorda County, Texas



**PAYMENT PLAN FOR DELINQUENT ASSESSMENT PAYMENTS TO BAHIA DE
MATAGORDA HOME OWNERS ASSOCIATION, INC**

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

WHEREAS, Section 209.0062, Texas Property Code, requires establishing an alternative payment schedule by which an owner may make partial payments for delinquent regular or special assessments or other amounts owed to the Bahia de Matagorda Homeowners Association, Inc. (the "Association").

WHEREAS, Members of the Bahia de Matagorda Home Owners Association, Inc. own one or more lots within Bahia de Matagorda, a planned unit development in Matagorda, Texas (the "Property");

WHEREAS, the Property is subject to the Declaration of Covenants, Conditions and Restrictions of Phase One Bahia de Matagorda, Planned Unit Development recorded in book 534 pages 780-807 of the Deed Records of Matagorda County, and amendments thereof as recorded in the Deed Records of Matagorda County (the "Declaration");

WHEREAS, as more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments and fines where provided which are secured to the full extent provided by law, by a continuing lien upon property against which the assessment is made. Any assessment which is not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum and the Association may either (1) bring an action at law against the Owner personally obligated to pay the same or, (2) foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

WHEREAS, if an owner is unable to pay the assessments in a timely fashion, the owner is responsible for notifying the Treasurer that he has a problem and then working out a Payment Plan.

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

1. Subject to Section 12 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declaration. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association and signed by the owner.
4. The Payment Plan becomes effective and is designated as "active" upon:
 - a. receipt of a fully completed and signed Payment Plan form; and
 - b. receipt of the first payment under the plan; and
 - c. acceptance by the Association as compliant with this Policy.
5. Unless alternative payment plan terms are approved by the Association, a Payment Plan duration will consist of:
 - a. Six (6) equal monthly payments for owners with an account balance of \$1000.00 or less; or
 - b. Twelve (12) equal monthly payments for owners with an account balance of \$1,000.01 or more.
6. Except if the owner is in default under a Payment Plan with the Association at the time the Association receives a payment from an owner, the payment will be applied to the owner's debt in the following order of priority:
 - a. Any delinquent assessment;
 - b. Any current assessment;
 - c. Any attorney's fees or third-party collection costs incurred by the Association solely with assessments or any other charge that could provide the basis for foreclosure;
 - d. Any attorney's fees incurred by the Association that are not subject to c. above;
 - e. Any fines assessed by the Association;
 - f. Any other amount owed to the Association.

7. On a case-by-case basis and upon request of the owner, the Board may approve more than one Payment Plan to be executed in sequence to assist the owner in paying the amount owed. The total of all Payment Plans may not exceed eighteen (18) months.

8. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.

9. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.

10. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the owner:

- a. fails to return a signed Payment Plan form with the initial payment; or
- b. misses a payment due in a calendar month; or
- c. makes a payment for less than the agreed upon amount; or
- d. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

In the absolute discretion of the Association, the Association may waive default under item b, c or d above if the owner makes up the missed or short payment on the immediate next calendar month payment. The Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.

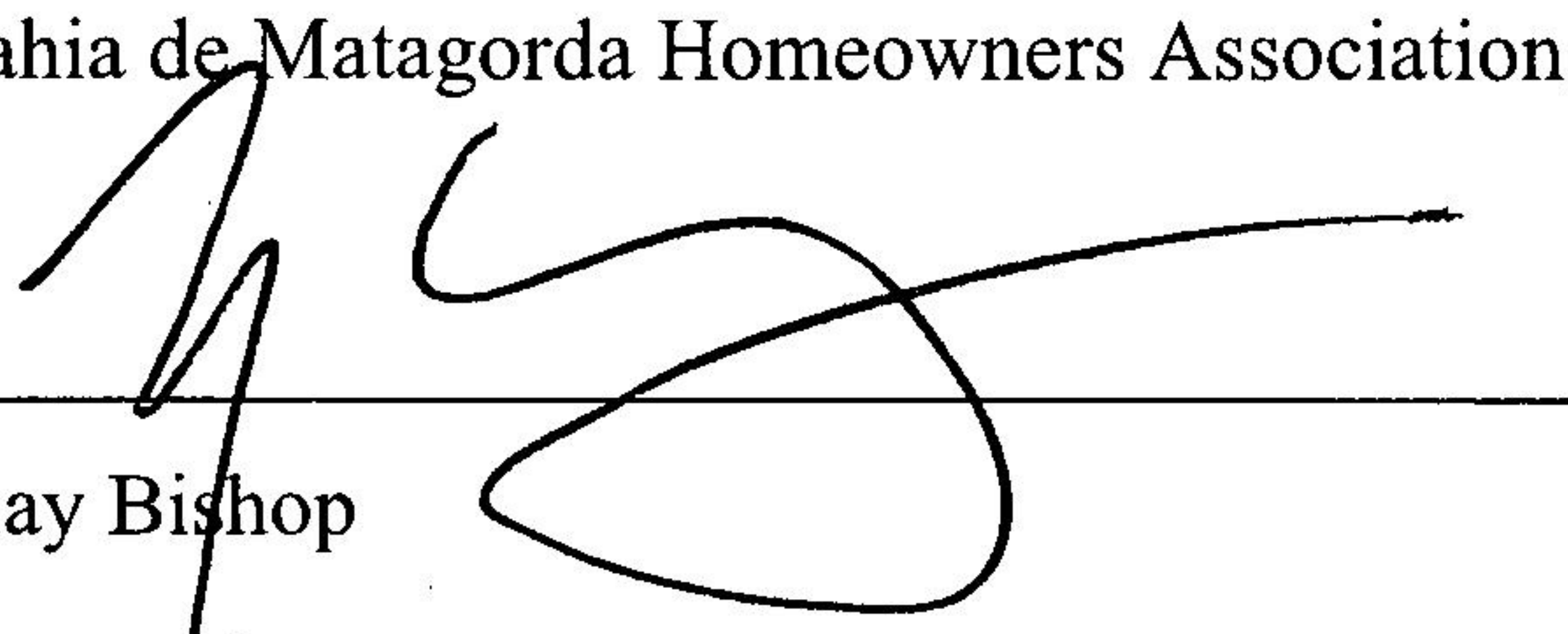
11. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.

12. If a Payment Plan is voided, the full amount due by the owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.

13. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

This Policy is effective upon recordation in the Public Records of MATAGORDA 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 by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

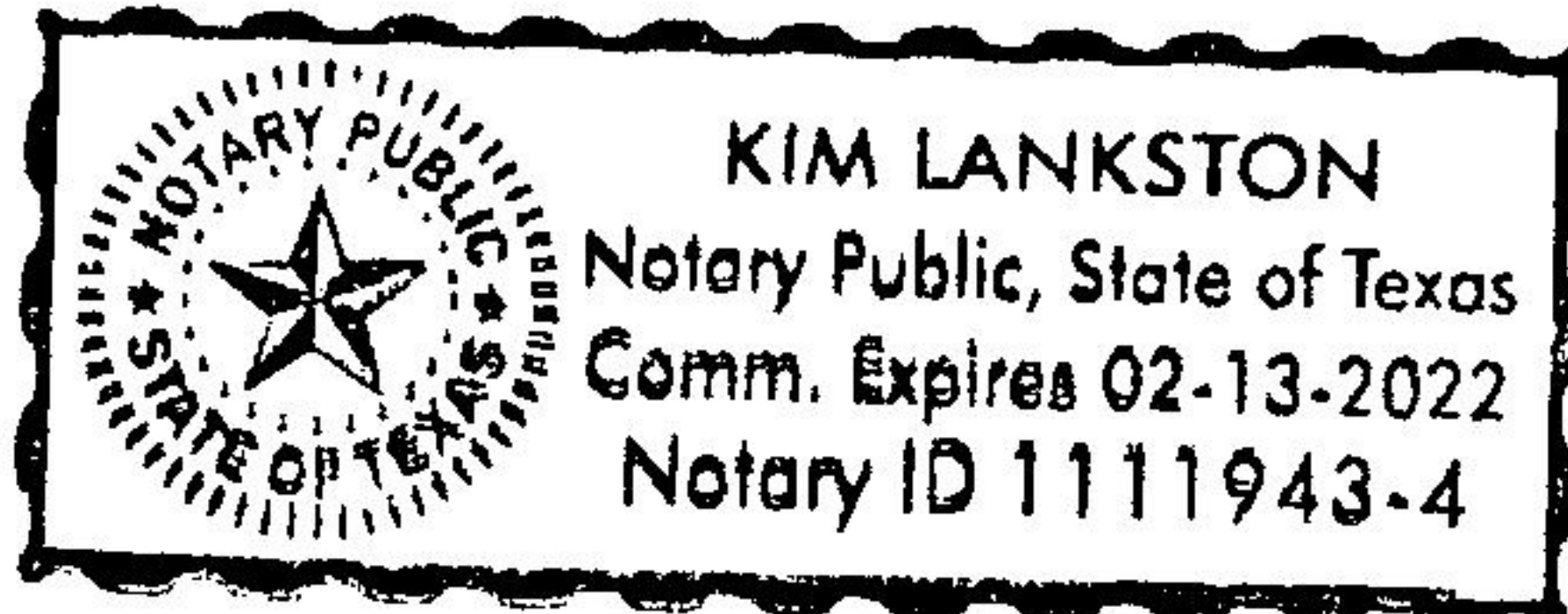
Bahia de Matagorda Homeowners Association, Inc.

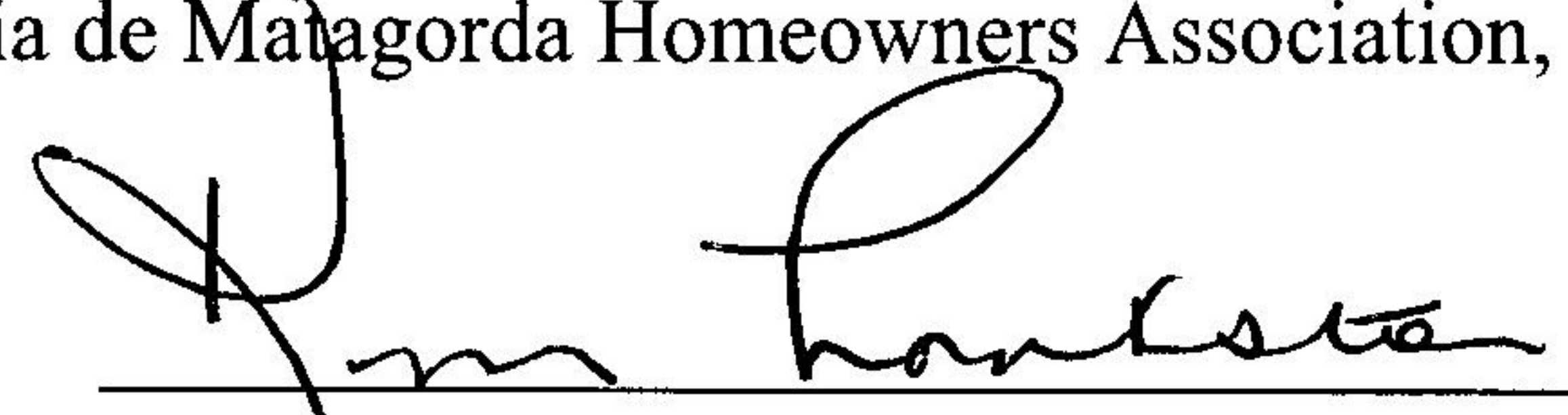


Clay Bishop
Treasurer

THE STATE OF TEXAS §
COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 24 day of September, 2018, by Clay Bishop, Treasurer of the Bahia de Matagorda Homeowners Association, Inc.





NOTARY PUBLIC IN AND FOR THE STATE OF
TEXAS

AFTER RECORDING PLEASE RETURN TO:

Gerald Laws
PO Box 16049
Galveston, TX 77552

Secretary of the Bahia de Matagorda Home Owners Association, Inc.