

**PAYMENT PLAN POLICY OF  
BCR COMMUNITY ASSOCIATION, INC.**

STATE OF TEXAS                   §  
  §  
COUNTY OF MONTGOMERY       §

WHEREAS, BCR Community Association, Inc., a Texas nonprofit corporation (the "Association"), is the governing entity for Barton Creek Ranch, Sections 1, 2 and 3, additions in Montgomery County, Texas, according to the maps or plats thereof, recorded in the Map Records of Montgomery County, Texas, under Cabinet Z, Sheets 4814, 6403, and 6407, respectively, along with any amendments, supplements and replats thereto (the "Subdivision"); and

WHEREAS, Section 209.0062 of the Texas Property Code requires the Association to adopt and record alternative payment schedule guidelines ("Payment Plans") for assessments; and

WHEREAS, this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code §202.001, et. seq, and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, in accordance with Section 209.0062, the Association hereby adopts the following Payment Plan Policy:

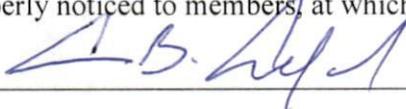
**PAYMENT PLAN POLICY**

- 1) An Owner shall be entitled to an approved Payment Plan, if requested by the Owner, in writing, within the 30 day period provided by Section 209.0064 of the Texas Property Code. An Association may choose to provide a Payment Plan at any other time thereafter at the sole option of the Association.
- 2) All Payment Plans require a down payment and monthly payments.
- 3) Payment Plan proposals shall be submitted to the Association in writing for approval, including a proposed down payment amount and number of months to complete the plan.
- 4) No Payment Plan may last less than 3 months, and unless approved by the Board in its sole discretion, no Payment Plan may last longer than 18 months.
- 5) The Association may only charge interest throughout the Payment Plan and the reasonable costs of administering the Payment Plan, while an owner is current on their Payment Plan.
- 6) 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.

- 7) 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.
- 8) All Payment Plans must be in writing on a form provided by the Association or its agent, or a form otherwise approved by the Association.
- 9) 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 (including NSF checks); or
  - c) failing to pay future assessments by the due date if the Payment Plan extends into the next assessment period.
- 10) The Association 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.
- 11) The Association is not obligated to provide an Owner with more than one Payment Plan within any 12 month period.
- 12) Payments received by the Association while an Owner is in default of their Payment Plan, may first be applied to unsecured charges, then legal fees, interest, and any other secured charges, then assessment amounts, until the Owner has paid off the entire delinquency following the default under their plan.
- 13) In the event an Owner has been referred to the Association's attorney for collections, the payment plan policy provisions herein are deemed to be for the sole benefit and convenience of the Association, and shall not represent in any way, any entitlement to the Owner; all attorney's fees and costs associated with collections shall be included in any payment plan arrangement, and no payment plan arrangement shall be completed until all attorney's fees and expenses associated with collection are paid by the Owner.

**CERTIFICATION**

"I, the undersigned, being a Director of BCR Community Association, Inc., hereby certify that the foregoing Payment Plan Policy was adopted by at least a majority of the Association Board of Directors at an open meeting of the Board of Directors, properly noticed to members, at which a quorum of the Board was present."

By: 

Date: 04/06/21

Print Name: Aaron B. Alford

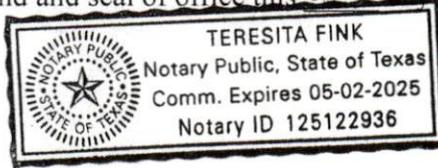
Title: President

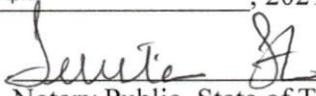
**ACKNOWLEDGEMENT**

STATE OF TEXAS                   §  
   §  
COUNTY OF MONTGOMERY       §

BEFORE ME, the undersigned authority, on this day, personally appeared Aaron B. Alford, a Director of BCR Community Association, Inc. the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 6th day of April, 2021.



  
Notary Public, State of Texas

E-Recorded by:  
HOLT & YOUNG, P.C.  
9821 Katy Freeway, Ste. 350  
Houston, Texas 77024