

Hays County
Liz Q. Gonzalez
County Clerk
San Marcos, Texas 78666



70 2013 13027792

Instrument Number: 2013-13027792

As

Recorded On: August 15, 2013

OPR RECORDINGS

Parties: HIDDEN CREEK RANCH OWNERS ASSOC INC

Billable Pages: 6

To

Number of Pages: 7

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS	36.00
Total Recording:	36.00

PAYMENT PLAN GUIDELINE POLICY
Also recorded in Blanco County
Aug 15, 2013
Doc 132511, Vol 479, Pg 0374

***** 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:

Document Number: 2013-13027792
Receipt Number: 345682
Recorded Date/Time: August 15, 2013 12:08:03P
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Record and Return To:

THOMAS H MITCHELL
HIDDEN CREEK RANCH OWNERS ASSOC INC
424 HIDDEN CREEK DR
DRIPPING SPRINGS TX 78620



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and
time stamped hereon and was recorded on the volume and page of the named records
of Hays County, Texas

Liz Q. Gonzalez

Liz Q. Gonzalez, County Clerk

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

HIDDEN CREEK RANCH OWNERS ASSOCIATION, INC.

WHEREAS, Hidden Creek Ranch Owners Association, Inc. (the "Association") constitutes a property owners association under the provisions of Chapter 209 of the Texas Property Code (the "Code") and is composed of 15 or more lots;

WHEREAS, Section 209.0062 of the Code requires the Association to adopt reasonable guidelines that establish an alternate 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 this 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 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 with the Association that allows such member to pay the Assessment Delinquency in installment payments without incurring additional monetary penalties (hereinafter referred to as a "Payment Plan Agreement"). Each such Payment Plan Agreement shall be in accordance with such terms of these Payment Plan Guidelines and the requirements of Section 209.0062 of the Code.

The Owner requests a payment plan, in writing, no later than 30 days after the Association sends notice to the Owner via certified mail, return receipt requested (notifying the Owner of the amount due, providing 30 days for payment, and describing the options for curing the Delinquency). The Owner is responsible for confirming that the Association has received the Owner's request for a Payment Plan within this 30 day period. In addition, the Association must receive the executed Standard Payment Plan, and the first payment, within 15 days of the Standard Payment Plan being sent by email, fax, mail, or hand delivered to the Owner. An

Owner does not have the right to a Standard Payment Plan after the 30 day time frame referenced above.

Once an account is sent to an attorney or agent for collection, the Delinquent Owner must communicate with that attorney or agent to arrange for payment of the debt. The decision to grant or deny the Owner an alternate payment plan, and the terms and conditions of any such plan, is solely at the discretion of the Board.

Notwithstanding the foregoing, or any provision herein to the contrary, a member of the Association shall be ineligible to pay his or her Assessment Delinquency under a Payment Plan Agreement if such member has failed to honor the terms of a previous Payment Plan Agreement with the Association and it has been less than two (2) years since the member's default under the previous Payment Plan Agreement.

2. Payment Plan Administrative Charges and Interest

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

3. Available Payment Plan Schedules

The Association has established three alternative installment payment plan schedules (hereinafter referred to as a "Repayment Schedule"). Any member of the Association who is eligible to enter into a Payment Plan Agreement with the Association shall be entitled to select from any of the Repayment Schedules that he or she qualifies for, which shall be based on the total amount of the Assessment Delinquency owed by the member at the time the Payment Plan Agreement is entered into. The three available Repayment Schedules are as follows:

(a) *Four-Month Repayment Schedule:*

Any member who owes the Association an Assessment Delinquency totaling \$400 or less shall be qualified to select the Four-Month Repayment Schedule. Under the Four-Month Repayment Schedule, the member shall pay the Assessment Delinquency plus any Payment Plan Administrative Charges and accrued interest, in equal monthly installments over a period of four (4) months.

(b) *Eight-Month Repayment Schedule:*

Any member who owes the Association an Assessment Delinquency totaling \$401-\$800 shall be qualified to select either the Four-Month Repayment Schedule or the Eight-Month Repayment Schedule. Under the Eight-Month Repayment Schedule, the member shall pay the Assessment Delinquency, plus any Payment Plan Administrative Charges and accrued interest, in equal monthly installments over a period of eight (8) months.

(c) *Twelve-Month Repayment Schedule:*

Any member who owes the Association an Assessment Delinquency totaling \$801 or more shall be qualified to select either the Four-Month Repayment Schedule, the Eight-Month Repayment Schedule, or the Twelve-Month Repayment Schedule. Under the Twelve-Month Repayment Schedule, the member shall pay the Assessment Delinquency, plus any Payment Plan Administrative Charges and accrued interest, in equal monthly installments over a period of twelve (12) months.

(d) *Board Discretion:*

The Association's Board may vary the obligations imposed on Owners under these rules on a case by case basis, including curtailing or lengthening the payment plan terms (so long as the plan is between 3 and 18 months), as it may deem appropriate and reasonable. No such action shall be construed as a general abandonment of or waiver of these rules, nor vest rights in any other Owner to receive a payment plan variance to the requirement set forth in these rules.

4. Payment Plan Agreement

Each Payment Plan Agreement shall be evidenced in writing and executed by both the member and a duly authorized representative of the Association. The Payment Plan Agreement shall specify the total amount of the Assessment Delinquency owed to the Association as of the date of the Payment Plan Agreement, the total amount of the Payment Plan Administrative Charges and interest to be paid under the Payment Plan Agreement, and the term of the Repayment Schedule. The Owner will provide relevant contact information and keep the Association updated on any changes. The Association may require ACH (Automated/auto debit) payments under any plan.

5. Default of Payment Plan Agreement

Each payment due under any Payment Plan Schedule shall be due and payable to the Association on or before the first (1st) day of each month during the term of the Payment Plan Agreement. Time is of the essence with respect to payments under a Payment Plan Agreement and the obligation to pay each monthly payment on or before the first (1st) day of each month must be strictly complied with. If a monthly payment made pursuant to a Payment Plan Agreement is returned for insufficient funds and/or if a payment is received after a due day thereof, it shall constitute a material breach of the Payment Plan Agreement. In such event, all unpaid amounts subject to the Payment Plan 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 Payment Plan Agreement until he or she pays the full amount of the accelerated Assessment Delinquency, Payment Plan Administrative Charges and accrued interest subject to the Payment Plan Agreement to the Association (the "Payment Plan Default Period"). In addition, the defaulting member shall be liable for all costs of collection, including attorney fees, incurred by the Association to collect any remaining unpaid amounts subject to the Payment Plan Agreement, which shall be added to and included within the Assessment Delinquency that must be paid by the defaulting member to the Association under the Payment Plan Agreement. Any payments received by the Association from a member of the Association who is in default under a Payment Plan Agreement with the Association during a payment Plan Default Period shall be applied to the member's debt or account in the following priority:

- (1) Any attorney 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 the 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 payments made to the Association by members who are in default under a Payment Plan 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 attorney fees or third-party collection costs incurred by the Association associated solely with the collection of unpaid assessments or any other charge that could provide the basis for foreclosure of the Association's assessment lien;

- (4) any attorney's 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 THEREOF, the undersigned Thomas H. Mitchell, as the duly elected, qualified, and acting President of Hidden Creek Ranch Owners Association, Inc., a Texas nonprofit corporation, hereby certifies on behalf of the Association that this Payment Plan Guidelines Policy and Application of Payments Schedule was duly adopted by the Board of Directors of the Association in a meeting of the Board held on August 11, 2013, and shall take effect upon its recording in the Official Public Records of Hays and Blanco Counties, Texas.

HIDDEN CREEK RANCH OWNERS
ASSOCIATION, INC.,
A Texas nonprofit corporation

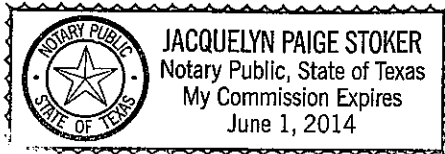


BY: Thomas H. Mitchell
ITS: President

STATE OF TEXAS §

COUNTY OF HAYS AND BLANCO §

This instrument was acknowledged before me on 14th day of August, 2013, by Thomas Mitchell, President of Hidden Creek Ranch Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Jacquelyn Paige Stoker
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Thomas H. Mitchell, President
Hidden Creek Ranch Owners Association, Inc.
424 Hidden Creek Drive
Dripping Springs, Texas 78620