

**PAYMENT PLAN POLICY FOR
APRIL POINT SOUTH PROPERTY OWNERS ASSOCIATION**

WHEREAS, this Payment Plan Policy applies to the April Point South condominium, Sections 1A, 2A, 3A, and 4A, additions in Montgomery County, Texas, according to the maps or plats thereof, recorded in the Map Records of Montgomery County, Texas, under Clerk's File Nos., 7511610, 7620547, 7707002, 7740984 respectively, along with any amendments or supplements thereto.

WHEREAS, the Association is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declaration for April Point South (hereafter collectively referred to as the "Declaration"); and

WHEREAS, the Declaration and Chapters 81 and 82 of the Texas Property Code empower the Association to levy assessments and to use certain powers of enforcement and collection and further obligates property owners to pay such levies and related charges and costs; and

WHEREAS, the Board of Directors of the Association (the "Board") desires to establish a policy for enabling the payment of delinquent assessments through installment payments and to provide clear and definitive guidance to the members of the Association;

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

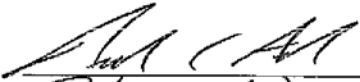
- 1) All Owners are entitled to an approved payment plan to pay their assessments.
- 2) All payment plans require a down payment and monthly payments. Upon request, all Owners are automatically approved for a payment plan consisting of 25% down, with the balance paid off in 6 monthly installments.
- 3) Alternative payment plan proposals shall be submitted to the Association in writing, however, the Association is not obligated to grant any alternative payment plans.
- 4) 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.
- 5) The owner shall be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
- 6) All Payment Plans must be in writing on a form provided by the Association, or a form otherwise approved by the Association.
- 7) 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; or
 - c. failing to pay future assessments by the due date.
- 8) If an owner defaults on a Payment Plan the Association is not obligated to make another Payment Plan with the owner for the next two years after the date of default. The Association is not obligated to provide an Owner with more than one Payment Plan within any 12 month period.
- 9) The Association will charge interest and reasonable administrative costs throughout the payment plan.

The Association, through its Board of Directors, shall have and may exercise discretionary authority concerning the restrictive covenants contained herein.

This Policy is effective upon recordation in the Public Records of Montgomery County, and supersedes any policy regarding assessment collection which may have previously been in effect. Except as affected by this Policy, all other provisions contained in the Declaration or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 19 day of September, 2016.


Printed Name: Richard Aiple
President, April Point South
Property Owners Association

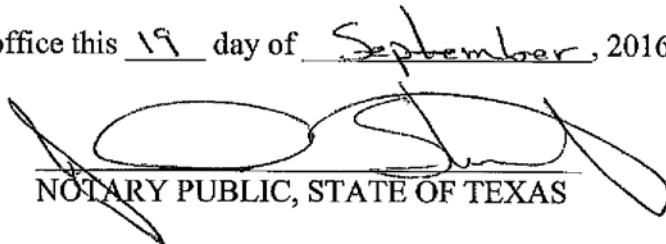
STATE OF TEXAS

COUNTY OF MONTGOMERY

Before me, the undersigned authority, on this day personally appeared Richard Aiple, President of the April Point South Property Owners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 19 day of September, 2016.




NOTARY PUBLIC, STATE OF TEXAS

E-FILED FOR RECORD
12/19/2016 04:48PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

12/19/2016



County Clerk
Montgomery County, Texas