

TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION

14 County Road 480
Palacios, Texas 77465-1642
Tel. No. 361.972.3998 / Email: vp@tricitypoa.com

ASSOCIATION'S PAYMENT PLAN POLICY

TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION (the "Association") is a Texas Non-Profit Corporation and a property owners' association. The undersigned, being the Association's President and a Director of the Association, submits this instrument on behalf of the Association. This instrument supersedes any prior Association Payment Plan Policy filed by the Association. The Association certifies as to the following:

- I. The name of the Subdivision(s) is/are BOCA CHICA, Sections One (1) through Eight (8), inclusive.
- II. The name of the Corporation is TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION, sometimes referred to herein as the "Association."
- III. The Association has jurisdiction over the Boca Chica Subdivision, Sections One (1) through Eight (8), inclusive. The maps or plats, respectively, are recorded in the Plat Records of Jackson County, Texas, as follows:

- 1) Section One (1)-- Slide 156-B;
- 2) Section Two (2)-- Slide 157-A;
- 3) Section Three (3), Phase One (1)-- Slide 160-B;
- 4) Section Three (3), Phase Two (2)-- Slides 161-A and 161-B;
- 5) Section Four (4)-- Slides 162-A and 162-B;
- 6) Section Five (5)-- Slide 163-B;
- 7) Section Six (6)-- Slide 170-A;
- 8) Section Seven (7)-- Slides 169-A and 169-B; and
- 9) Section Eight (8)-- Slides 171-A and 171-B.

- IV. The "Restrictions" for each Section of Boca Chica Subdivision are recorded in the Deed Records of Jackson County, Texas, as follows:

- 1) Sections One (1) and Two (2) -- Vol. 618, P. 1035 et. seq. and Vol. 619, P. 451 et. seq.;
- 2) Section Three (3), Phases One (1) and Two (2), Section Four (4) -- Vol. 627, P. 1018 et. seq.;
- 3) Section Five (5) -- Vol. 648, P. 208 et. seq.;
- 4) Section Six (6) -- Vol. 667, P. 820 et. seq.;
- 5) Section Seven (7) -- Vol. 667, P. 829 et. seq.; and
- 6) Section Eight (8) -- Vol. 680, P. 1052 et. seq.

- V. **PAYMENT PLANS:** The following Payment Plan Policy was approved by at least a majority vote of the Board of Directors of CHAMPIONS PARK HOMEOWNERS ASSOCIATION, INC. (the "Board"), at a duly called Meeting of the Board, at which Meeting a quorum was present:

- 1) Owners are entitled to one approved payment plan in order to bring an assessment account current for the applicable assessment year.



- 2) All payment plans require a signed payment agreement, an initial payment by the Owner(s), followed by regular monthly payments by the Owner(s) thereafter until paid in full.
- 3) Payment Plan (Available to All Delinquent Owners): Upon the Association's receipt of a timely written request from an Owner(s), each such Owner(s) is/are automatically approved for a payment plan consisting of: (i) an initial down payment of twenty percent (20%) of the account balance [including the principal amount, any previously incurred late fee(s), interest, and the costs of administering the payment plan] payable to the Association upon return of the signed payment agreement to the Association (*Note*: No late fees will be charged during the course of such a payment plan); and (ii) the remaining balance is to be paid in full in four (4) additional consecutive monthly installments to be timely paid to the Association. The amount of the first monthly payment and/or the last monthly payment may vary.
- 4) Optional Discretionary Hardship Payment Plan: At the sole discretion of the Association's Board of Directors, and based on *bonafide* hardship information provided by the Owner(s), the Association may approve a more lenient payment plan. (*Note*: The amount of the initial payment and/or the last monthly payment may vary). "*Bonafide* hardship" may include, but is not limited to, current or recent serious illness, current or recent loss of employment and/or recent unexpected emergency expenditure(s) resulting in severe financial hardship. Additionally, active military service of an Owner may also justify such a lenient payment plan. Alternative payment plan proposals must be submitted to and approved by the Association, and the Association is **not** obligated to approve any alternative payment plan proposal.
- 5) No Use of Common Areas During a Payment Plan: Relative to any Lot, unless an assessment account is completely paid in full, the Owner(s), tenant(s), occupant(s) and/or guest(s) do **not** have access to any common areas, such as a swimming pools, tennis courts, park(s) and/or a playground(s). Therefore, merely entering into a payment plan with the Association does not afford the Owner(s) access to any such common area facilities.
- 6) If an Owner(s) default(s) on the payment plan, the payment plan is automatically terminated and the Association is not obligated to make another payment plan with that owner(s) for the next two (2) years.
- 7) General Payment Plan Information: Pursuant to applicable Texas statutory law: (i) the Association cannot charge late fees during the course of a payment plan; however, the Association may charge interest at the rate it is entitled to under its Governing Documents; (ii) the Association may also charge reasonable costs of administering the payment plan; and (iii) the term of a payment plan cannot be less than three (3) months or more than eighteen (18) months.

Certification, Signature and Acknowledgment are Contained on Page 3 Hereof

CERTIFICATION

“I, the undersigned, being the President of TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION, hereby certify that the foregoing Payment Plan Resolution was adopted by at least a majority of the Association’s Board of Directors, and such Payment Plan Resolution has never been modified or repealed, and is now in full force and effect.”

**TRI-COUNTY POINT PROPERTY OWNERS
ASSOCIATION
(a Texas Non-Profit Corporation)**

By: *Clint Hammonds*
CLINT HAMMONDS, President

ACKNOWLEDGMENT

**THE STATE OF TEXAS §
 §
COUNTY OF JACKSON §**

BEFORE ME, A NOTARY PUBLIC, on this day personally appeared CLINT HAMMONDS, President of TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION, a Texas Non-Profit Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and for the consideration therein expressed, and as the act and deed of such Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 12 day of January, 2024. *HA*



Heather Hawkins
**NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS**

After recording, return to:
Tri-County Point Property Owners Association
14 County Road 480
Palacios, Texas 77465-1642

FILED and RECORDED

Instrument Number: 2022-00161 B: OR V: 653 P: 760

Filing and Recording Date: 01/12/2022 02:02:19 PM Recording Fee: 34.00

I hereby certify that this instrument was FILED on the date and time stamped heron and RECORDED in the OFFICIAL PUBLIC RECORDS of Jackson County, Texas.



A handwritten signature in black ink, appearing to read "K.R. Brooks".

Katherine R. Brooks, County Clerk
Jackson County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.