

CERTIFICATE OF CORPORATE RESOLUTION
MOSTYN MANOR RESERVE COMMUNITY ASSOCIATION, INC.

Adopting Payment Plan Policy

The undersigned, being all of the members of the Board of Directors as presently constituted of Mostyn Manor Reserve Community Association, Inc., a Texas nonprofit corporation (the "Association"), consent, by this writing, to take the following actions, to adopt the following resolutions, and to transact the following business of the Association (the "Resolution" or "Payment Plan Policy"):

Whereas, Section 209.0062 was recently added to the Texas Property Code, and the Board of Directors of the Association desires to adopt a policy consistent with the provisions of the new Section 209.0062.

RESOLVED:

1. Minimum Term of a Payment Plan

The minimum term of a payment plan shall be three (3) months.

2. Maximum Term of Payment Plan

The maximum length of a payment plan offered by the Association shall be up to eighteen (18) months, with each payment being equal fractions of the total of the amounts included in the payment plan. For example, if the length of a plan is six (6) months, each payment will be one-sixth (1/6th) of the total of the amounts included in the payment plan.

3. Amounts to Be Included in the Plan

A payment plan will include all amounts owed to the Association at the time the payment plan is drafted, including (without limitation) any and all delinquent regular and special assessments. A payment plan shall not include-or excuse the owner from paying in due course-amounts that become due to the Association after the payment plan is drafted.

By way of example, and not in limitation, if a payment plan includes the regular assessments for the year and is drafted prior to the regular assessments for the year becoming due, then the payment plan does not include assessments for the year, and nor does the existence of the payment excuse payment of assessments for the year or alter or affect in any way the due date for the payment of assessments for the year.

In addition, the payment plan shall include both the reasonable costs associated with administering the payment plan as follows: \$25.00 for the preparation of the Payment Plan Agreement as well as the interest accrued before the term of the payment plan.

GF # Courtesy
06/Kojak
Stewart Title of Montgomery County

4. Written Payment Plans

In order for any payment plan to be effective, an owner must sign a written agreement in a form expressly approved by the Association, which agreement will contain terms including (without limitation) the total amount to be paid under the payment plan, the term of the plan, the due date for and amount of each payment, and the address to which payments must be mailed or delivered. To the extent not directly expressly conflicting, the terms of this Payment Plan Policy are incorporated as a part of all payment plans.

5. Default

If the Association does not physically receive a payment under a payment plan on or before the payment due date (or if an otherwise timely payment is subsequently not honored by the institution upon which it is drawn), the owner will have thereby defaulted on the payment plan, and the payment plan shall automatically terminate without any notice or further action or event.

Time is of the essence and there shall be no grace period for an owner's performance of any obligations required by a payment plan. All payments are due on or before the payment due date, such that if a payment due date falls on a Saturday, Sunday, or federal or Texas state holiday, the payment is due on the first day before the payment due date that is not a Saturday, Sunday, or federal or Texas state holiday, not after.

The owner must keep track of his or her payments, including (without limitation) the due dates, dates of previous payments, and remaining payments. The Association is not responsible for sending or giving any reminders or other notices as to when payments are due or in what amounts, nor is the Association responsible for issuing receipts for payments received.

If the Association physically receives a payment under a payment plan after the payment due date, the Association may in its sole and absolute discretion deposit the payment and apply it to amounts due to the Association without such action constituting a renewal or reinstatement of the payment plan, the commencement of a new payment plan, waiver, or any other manner of avoidance of or excuse for the owner's default, and the payment plan remains automatically terminated if the Association does so decide to deposit and apply the late payment.

6. Eligibility

The Association is not required to enter into a payment plan with an owner who 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. The term "owner's default under the previous payment plan" shall have occurred on the next calendar day after the due date for the payment that was not physically received by the Association. For example, if under a previous payment plan, an owner's payment was due March 15, 2022 and the owner defaulted on that payment, the owner is ineligible for another payment plan for amounts that become due through March 16, 2024.

The resolutions contained herein and the actions contemplated hereby are taken by unanimous written consent of the Board of Directors pursuant to the Association's governing documents and applicable law. Each of the undersigned waives any notice of any meeting that might be otherwise required by the governing documents or otherwise.

Executed as stated below.

Mostyn Manor Reserve Community Association, Inc.

Stephen J. Chauvin
Stephen J. Chauvin, President

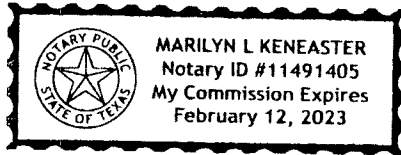
Cindy Barnfield
Cindy Barnfield, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on September 1, 2022, by Stephen J. Chauvin, President of Mostyn Manor Reserve Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Given under my hand and seal of office this 1st day of September, 2022.

[SEAL]



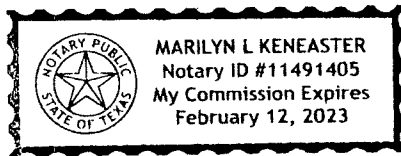
Marilyn L. Keneaster
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on September 1, 2022, by Cindy Barnfield, Secretary of Mostyn Manor Reserve Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Given under my hand and seal of office this 1st day of September, 2022.

[SEAL]



Marilyn L. Keneaster
Notary Public, State of Texas

E-FILED FOR RECORD

09/09/2022 03:29PM



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.

09/09/2022



County Clerk
Montgomery County, Texas