

**HARVEST BEND, THE VILLAGE ASSOCIATION, INC.**  
**AMENDMENT TO PAYMENT PLAN POLICY**

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

WHEREAS, Harvest Bend, The Village Association, Inc. (the "Association"), is the governing entity for Harvest Meadows Sections 1 and 2 and Harvest Bend, the Village, Sections 3-5, additions in Harris County, Texas, according to the maps or plats thereof, recorded in the Map Records of Harris County, Texas, under Clerk's File Nos. G904622, G904623, J353527, N928930, and R618487, respectively, along with any amendments, supplements and replats thereto, and any other property annexed into the jurisdiction of the Association, (the "Subdivision"); and

WHEREAS, the Association Payment Plan Policy is recorded in the Real Property Records of Harris County, Texas, under Clerk's File No. 20120266464 (the "Payment Plan Policy"); and

WHEREAS, Section 209.0062 of the Texas Property Code, relating to payment plans, was recently amended and the Association desires to modify its Payment Plan Policy in accordance with the recent statutory changes; 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 amends its Payment Plan Policy as follows:

**Section 1, is hereby amended to add the following:**

- 1) An Owner shall be entitled to an approved Payment Plan during 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.

**Section 2, which had previously read:**

- 2) The term for a payment plan offered by the Association shall be a maximum of four (4) months, with the payments being equal monthly payments of on-fourth (1/4<sup>th</sup>) of the original delinquency.

**Is hereby amended to read as follows:**

- 2) The term for a payment plan offered by the Association shall be a maximum of four (4) months, with the payments being equal monthly payments of on-fourth (1/4<sup>th</sup>) of the original delinquency. Alternative payment plan proposals shall be submitted to the Association in writing, however, the Association is not obligated to grant any alternative payment plans. No Payment Plan may last less than 3 months, although an Owner is not prohibited from paying amounts due to the Association earlier than contemplated by a payment plan.

**Section 9, which had previously read:**

- 9) 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.

**Is hereby amended to read as follows:**

- 9) 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. The Association is not obligated to provide an Owner with more than one Payment Plan within any 12 month period.

**CERTIFICATION**

"I, the undersigned, being the President of Harvest Bend, The Village Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of Harvest Bend, The Village Association, Inc.'s Board of Directors at a meeting of the Board properly noticed to the Members at which a quorum of the Board was present."

By Danielle Lively, President

Print name: Danielle Lively

**ACKNOWLEDGEMENT**

STATE OF TEXAS

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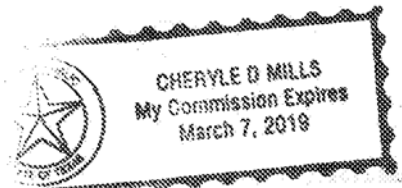
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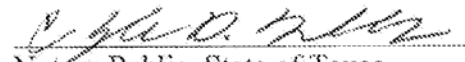
COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, President of Harvest Bend, The Village Association, Inc., and known by me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 7 day of March, 2016.



  
Notary Public, State of Texas

After Recording Return to:  
HOLT & YOUNG, P.C.  
9821 Katy Freeway, Ste. 350  
Houston, Texas 77024

RP-2016-140783

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# Pages 4  
04/05/2016 01:22 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$24.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

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.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stamped  
hereon by me; and was duly RECORDED in the Official  
Public Records of Real Property of Harris County, Texas.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2016-140783