

STATE OF TEXAS §
COUNTY OF BROWN §

HIDEOUT RESORT OWNER'S ASSOCIATION, INC
PAYMENT PLAN POLICY

WHEREAS, the Hideout Resort Owners' Association, Inc (formerly known as the Feather Bay Owners' Association, Inc. (the "Association") is charged with administering and enforcing those certain Declarations of Restrictions, Covenants and Conditions for the Feather Bay, Crown Point and King's Point Cove Point Subdivisions as filed of record in the Official Public Records of Brown County, Texas (collectively referred to as the "Declarations")

WHEREAS, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 thereto regarding alternative payment schedules for assessments (the "Payment Plans"); and

WHEREAS, the Board of Directors of the Association (the "Board") desires to establish a payment plan consistent with Section 209.0062 and to provide clear and definitive guidance to Owners concerning options to extend payment of dues and assessments.

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


1. Subject to Section 12 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and change from time to time. Interest will continue to accrue during a Payment Plan as followed under the Declaration. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association and signed by the owner.
4. The Payment Plan becomes effective and is designed as "active" upon:
 - a. Receipt of a fully completed and signed Payment Plan form; and
 - b. Receipt of the first payment under the plan, and
 - c. Acceptance by the Association as a compliant with this Policy.

5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan:
 - a. Total balance up to 2 times annual assessment- up to 6 months.
 - b. Total balance up to 3 times annual assessment- up to 12 months.
 - c. Total balance greater than 3 times annual assessment-up to 18 months.
6. On a case-by-case basis and upon request of an owner, the Board may approve more than one Payment Plan to be executed in sequence to assist the owner in paying the amount owed. The individual Payment Plans may not, however, exceed eighteen (18) months.
7. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees if any, plus the estimated accrued interest.
8. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
9. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the payment Plan has been voided. It is considered a default of the Payment Plan, if the Owner:
 - a. Fails to return a signed Payment Plan form with the initial payment; or
 - b. Misses a payment due in a calendar month; or
 - c. Makes a payment for less than the agreed upon amount; or
 - d. Fails to pay a future assessment by the due date in a payment plan which spans additional assessment cycles.
10. In the absolute discretion of the Association, The Association may waive default under item b, c or d above if the owner makes up the missed or short payment on the immediate next calendar month payment. The Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.
11. On a case-by-case basis, the Association may agree, but has no obligation to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.

12. If a Payment Plan is voided, the full amount due by the owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Declarations and applicable law.
13. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

This Policy is effective upon its recording in the Public Records of Brown County and supersedes any policy regarding alternative payments schedules which may have previously been in effect. Except as affected by Section 29.0062 and/or by the Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

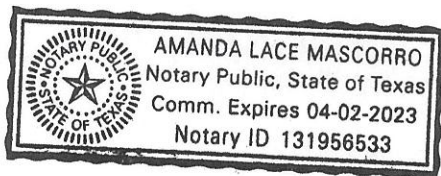
Hideout Resort Owners' Association, Inc.

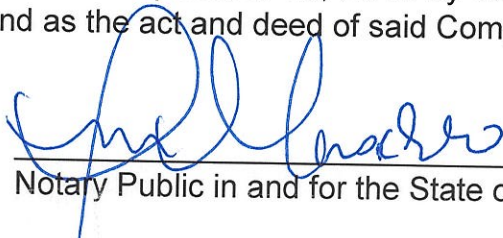


Ronald G. Newman, Jr., Vice President

Notary Acknowledgement

This instrument was acknowledged before me on September 27, 2019 by Ronald G. Newman, Jr. in the capacity therein stated and as the act and deed of said Company.





Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:
Hideout Resort Owners' Association, Inc.
6284 FM 2632
Brownwood, Texas 76801

SHARON FERGUSON

COUNTY CLERK



200 SOUTH BROADWAY, SUITE 101
BROWNWOOD TX 76801

PHONE (325) 643-2594

DO NOT DESTROY
WARNING-THIS IS PART OF THE OFFICIAL RECORD

INSTRUMENT NO. 1905900

FILED FOR REGISTRATION SEPTEMBER 27, 2019 04:21PM 3PGS \$34.00

SUBMITTER: HIDEOUT RESORT OWNERS ASSOCIAT

RETURN TO:

HIDEOUT RESORT OWNERS ASSOCIATION I
6284 FM 2632
BROWNWOOD TX 76801

I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped heron by me, and was duly RECORDED in the Official Public Records of Brown County, Texas.

By: Sharon Ferguson

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

ME