

Exhibit-C

Alternative Payment Schedule Guidelines for Certain Assessments

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Dedicatory Instrument

Eagle's Nest Homeowner's Road Maintenance Association, Inc.

Alternative Payment Schedule Guidelines for Certain Assessments

WHEREAS, the Board of Directors (the "Board") of Eagle's Nest Homeowner's Road Maintenance Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines are established by the Board:

1. Upon the request of a delinquent owner, the Association shall enter an alternative payment schedule with such owner, subject to the following guidelines:
 - a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the Association.
 - b. An Alternative Payment Schedule will not be made available in the following cases: (1) to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two years following the owner's default of such previous Alternative Payment Schedule; (2) to owners who have failed to request an Alternative Payment Schedule prior to the 45-day deadline to cure the delinquency as set forth in the Association's letter sent pursuant to Tex. Prop. Code § 209.0064(b); and/or (3) to owners who have entered an Alternative Payment Schedule within the previous 12 months. Notwithstanding the foregoing, the Board has discretion to allow any owner to enter an Alternative Payment Schedule.
 - c. During an Alternative Payment Schedule, additional monetary penalties shall not be charged against an owner so long as the owner timely performs all obligations under the Alternative Payment Schedule and does not default. However, the Association may charge reasonable costs for administering the Alternative Payment Schedule ("Administrative Costs") and, if interest is allowed under the Declaration, then interest will continue to accrue during the term of the Alternative Payment Schedule. The Association may provide an

Alternative Payments Schedule Policy

estimate of the amount of interest that will accrue during the term of the Alternative Payment Schedule.

- d. The total of all proposed payments in an Alternative Payment Schedule must equal the sum of the current delinquent balance, the estimated interest, and any Administrative Costs; and may include any assessments that will accrue during the term of the Payment Plan.
- e. All payments under an Alternative Payment Schedule shall be due and tendered to the Association by the dates specified in the Alternative Payment Schedule and shall be made by cashier's checks or money orders.
- f. The minimum term for an Alternative Payment Schedule is 3 months from the date of the owner's request for an Alternative Payment Schedule. The Association is not required to allow an Alternative Payment Schedule for any amount that extends more than 18 months from the date of the owner's request for an Alternative Payment Plan.
- g. Any owner may submit to the Board a request for an Alternative Payment Schedule that does not meet the foregoing guidelines, along with any other information he/she believes the Board should consider along with such request (e.g. evidence of financial hardship). The Board, in its sole discretion, may approve or disapprove such a request for a non-conforming Alternative Payment Schedule. An owner who is not eligible for an Alternative Payment Schedule may still request an Alternative Payment Schedule, and the Board, in its sole discretion, may accept or reject such a request.
- h. Default

1. The following shall result in an immediate default of an Alternative Payment Schedule:

- i. The owner's failure to timely tender and deliver any payment when due under the Alternative Payment Schedule;
- ii. The owner's failure to tender any payment in the full amount and form (e.g., cashier's check or money order) as specified in the Alternative Payment Schedule; or
- iii. The owner's failure to timely comply with any other requirement or obligation set forth in the Alternative Payment Plan.

- 2. Any owner who defaults under an Alternative Payment Schedule shall remain in default until his/her entire account balance is brought current.
- 3. The Association is not required to provide notice of any default.
- 4. Owners are not entitled to any opportunity to cure a default.

Alternative Payments Schedule Policy

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5. While an owner is in default under an Alternative Payment Schedule, the owner's payments need not be applied to the owner's debt in the order of priority set forth in Tex. Prop. Code § 209.0063(a). But, in applying a payment made while the owner is in default, a fine assessed by the Association may not be given priority over any other amount owed to the Association.
 6. The failure by the Association to exercise any rights or options shall not constitute a waiver thereof or the waiver of the right to exercise such right or option in the future.
- i. All other terms of an Alternative Payment Schedule are at the discretion of the Board of Directors.

This is to certify that the foregoing Alternative Payment Schedule Guidelines for Certain Assessments was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

Eagle's Nest Homeowner's Road Maintenance Association, Inc., a Texas non-profit corporation

Name: _____

Title: Marcus Kujawa, President

STATE OF TEXAS

COUNTY OF Dallas

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This instrument was acknowledged before me on the 24th day of August, 2022, by Marcus Kujawa, President of the Eagle's Nest Homeowner's Road Maintenance Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Notary Public, State of Texas

FILED AND RECORDED
REAL PROPERTY RECORDS
On: Aug 26, 2022 at 11:25A

Document Number: 00074898
Amount 90.00

HONORABLE Marisa Noble
COUNTY CLERK

By Heather Hopkins, Deputy
San Augustine County

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.

AFTER RECORDING RETURN TO:
Essex Association Management, LP
1512 Crescent Drive, Suite 112
Carrollton, TX 75006

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**NOTICE OF FILING OF DEDICATORY INSTRUMENT FOR
EAGLE'S NEST HOMEOWNER'S ROAD MAINTENANCE ASSOCIATION, INC.**

STATE OF TEXAS

COUNTY OF SAN AUGUSTINE

This Notice of Filing of Dedicatory Instruments for Eagle's Nest Homeowner's Road Maintenance Association Inc., ("Notice") is made by and on behalf of Eagle's Nest Homeowner's Road Maintenance Association Inc. (the "Association").

RECITALS:

WHEREAS, the Association is a property owners association as defined in Section 202.001(2) of the Texas Property Code; and

WHEREAS, The Association is governed by a dedicatory instrument, which covers the property described therein entitled Declaration of Covenants, Conditions and Restrictions for Eagle's Nest Homeowner's Road Maintenance Association Inc., filed or to be filed in the Real Property Records of San Augustine County, Texas (the "Declaration"), as Eagle's Nest Homeowner's Road Maintenance Association Inc., such may be amended, supplemented and/or corrected from time to time; and

WHEREAS, Section 202.006 of the Texas Property Code requires a property owners association to file the dedicatory instrument in the Real Property Records of each county in which the property to which the dedicatory instrument relates is located; and

WHEREAS, the Association desires to file a Notice by adding the instruments attached hereto herein adopted by the Association.


NOW THEREFORE, the Association files true and correct copies of the following instruments of the Association which are attached hereto:

- 1. Exhibit A- Records Production, Copying and Retention Policy**
- 2. Exhibit B- E-mail Registration Policy**
- 3. Exhibit C- Alternative Payment Schedule Guidelines for Certain Assessments**

IN WITNESS WHEREOF, the undersigned agent of Eagle's Nest Homeowner's Road Maintenance Association Inc., certifies that, to the best of his/her knowledge, as of the effective date of this Notice of Filing of Dedicatory Instrument that the foregoing instruments are a true and correct copy of the current instruments of the Association.

[Signature follows on next page]

By: _____

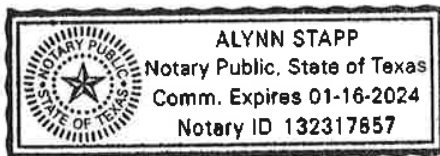

Ronald J. Corcoran, President,
Essex Association Management L.P., Its
Managing Agent.

STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Ronald J. Corcoran, President, Essex Association Management L.P., on behalf of Eagle's Nest Homeowner's Road Maintenance Association Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25th DAY OF August, 2022.




Notary Public in and for the State of Texas