

154



NOTICE OF DEDICATORY INSTRUMENTS
for
TEALBRIAR COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

The undersigned, being the Managing Agent for Tealbriar Community Association, Inc. ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby certifies as follows:

1. Property: The Property to which the Notice applies is described as follows:
 - (a) Tealbriar, a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded under Slide Nos. 582A, 582B and 583A of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.

2. Restrictive Covenants: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows:
 - a. Documents:
 - (1) Declaration of Covenants, Conditions and Restrictions Tealbriar.
 - (2) Amended Declaration of Covenants, Conditions and Restrictions Tealbriar.
 - (3) Deannexation Agreement.
 - b. Recording Information:
 - (1) Volume 1238, Page 52 *et seq.* of the Deed Records of Fort Bend County, Texas.
 - (2) Fort Bend County Clerk's File No. 8807032.
 - (3) Fort Bend County Clerk's File No. 8818747.

3. Other Dedicatory Instruments: In addition to the Restrictive Covenants identified in Paragraph 2 above, the following document is a Dedicatory Instrument governing the Association which was previously recorded in the Official Public Records of Real Property of Fort Bend County, Texas:
 - a. Document:
 - (1) Certification.
 - b. Recording Information:
 - (1) Fort Bend County Clerk's File No. 2000000017.

4. Dedictory Instruments: In addition to the Dedictory Instruments identified in Paragraph 3 above, the following documents are Dedictory Instruments governing the Association:
- a. Payment Plan Policy for Tealbriar Community Association, Inc.
 - b. Payment Plan for Tealbriar Community Association, Inc.
 - c. Records Retention Policy for Tealbriar Community Association, Inc.
 - d. Open Records Policy for Tealbriar Community Association, Inc.

True and correct copies of such Dedictory Instruments are attached to this Notice.

This Notice is being recorded in the Official Public Records of Real Property of Fort Bend County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copies of the Dedictory Instruments attached to this Notice are true and correct copies of the originals.

Executed on this 19th day of December, 2011.

TEALBRIAR COMMUNITY ASSOCIATION, INC.


By: MASC Austin Properties, Inc.,
Managing Agent



Angela Connell, Vice President

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

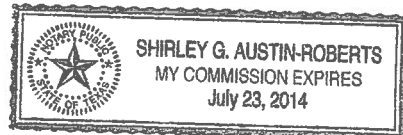
BEFORE ME, the undersigned notary public, on this 19th day of December, 2011 personally appeared Angela Connell, Vice President of MASC Austin Properties, Inc., Managing Agent for Tealbriar Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas

Return to:
Butler | Hailey
8901 Gaylord Drive, Suite 100
Houston, Texas 77024

207843



RECORDS RETENTION POLICY
for
TEALBRIAR COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

I, Colin Robinson, Secretary of Tealbriar Community Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 19th day of December, 2011, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, the following Records Retention Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to add Section 209.005(m) requiring property owners' associations to adopt a records retention policy and to set forth minimum retention periods for particular types of documents.
2. The new law becomes effective on January 1, 2012.
3. The Board of Directors of the Association desires to adopt a records retention policy consistent with the new law.

POLICY:

It is the policy of the Association to retain the records of the Association listed below for the periods of time set forth below. The Association is not required to retain any other records. As used herein, "records" means documents originated or obtained by the Association in connection with its operations, whether a paper document or a document in electronic form. To the extent that the Association does not currently have copies of Association records for the time periods described in this policy, this policy shall only be applicable to Association records created after the date this policy is adopted.

1. Retention Periods.

Record Description	Record Retention Period
a) Financial records (including budgets, financial reports, bank records, and paid invoices)	Seven (7) years
b) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any dedicatory instrument of the Association) of current owners	Five (5) years

c) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any dedicatory instrument of the Association) of former owners	One (1) year after the former owner ceases to own a lot in the subdivision
d) Contracts	Four (4) years after expiration or termination of the contract
e) Minutes of meetings of the Board of Directors	Seven (7) years
f) Minutes of meetings of the members	Seven (7) years
g) Federal tax returns	Seven (7) years
h) State tax returns, if any	Seven (7) years
i) Audit reports	Seven (7) years
j) Certificate of Formation and Bylaws of the Association and all amendments; Declaration of Covenants, Conditions and Restrictions for each section within the subdivision and all amendments and supplements to each Declaration; annexation documents; and deeds conveying real property to the Association	Permanently
k) Other dedicatory instruments of the Association not listed in (j), above, including, without limitation, Architectural Guidelines, Rules and Regulations and Policies	One (1) year after the date the document is rescinded or superseded by another document
l) Minutes and reports of committees	Seven (7) years
m) Insurance policies	Four (4) years after expiration or termination of the policy
n) Insurance claims and related documents	Four (4) years after the claim is resolved
o) Personnel records, excluding payroll records	Permanently
p) Payroll records	Five (5) years after the date of termination of employment
q) Reserve study	For the period of time covered by the study, plus two (2) years
r) Legal opinions issued by counsel for the Association	Permanently

s) Suit files	Seven (7) years after the date the suit is resolved
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2. Destruction of Documents.

The documents listed in Section 1 above, will be destroyed as soon as practicable when the applicable retention period expires. Other documents of the Association not listed in Section 1 above, will be destroyed when deemed appropriate by the Board of Directors of the Association. Destruction of paper documents shall be by shredding, bagging and trash pick-up, unless another method of destroying the documents is approved by the Board of Directors of the Association. Destruction of electronic documents shall be by deletion from hard disks and reformatting of removable disks.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Records Retention Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Fort Bend County, Texas.

TO CERTIFY which witness my hand this the 19 day of December, 2011.

TEALBRIAR COMMUNITY ASSOCIATION, INC.

By: Colin Robinson

Printed: Colin Robinson

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Fort Bend §

BEFORE ME, the undersigned notary public, on this 19th day of December, 2011 personally appeared Colin Robinson, Secretary of Tealbriar Community 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 purpose and in the capacity therein expressed.

[Signature]
Notary Public in and for the State of Texas

Return to:
Butler | Hailey
8901 Gaylord, Suite 100
Houston, Texas 77024
206795



OPEN RECORDS POLICY
for
TEALBRIAR COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS

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COUNTY OF FORT BEND

I, Colin Robinson, Secretary of Tealbriar Community Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 19th day of December, 2011, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, the following Open Records Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to amend Section 209.005 to set forth open records procedures and to require property owners' associations to adopt and record open records policies consistent with the procedures set forth in the statute.
2. The new law relating to open records becomes effective on January 1, 2012.
3. The Board of Directors of the Association desires to adopt an open records policy consistent with the provisions of Section 209.005 of the Texas Property Code.

POLICY:

It is the policy of the Association to make the books and records of the Association, including financial records, open to and reasonably available for examination by an Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant (the "Owner's Representative") in accordance with the following provisions:

1. **Request.** An Owner or the Owner's Representative must submit a written request for access or information. The written request must:
 - a. be sent by certified mail to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current Management Certificate of the Association filed of record in accordance with Section 209.004 of the Texas Property Code;
 - b. describe with sufficient detail the books and records of the Association that are requested; and
 - c. state whether the Owner or the Owner's Representative elects to inspect the requested books and records before obtaining copies or have the Association forward copies of the requested books and records.
2. **Election to Inspect.** If an inspection is requested, the Association shall send written notice to the Owner or the Owner's Representative of dates during normal business hours that the Owner or the Owner's Representative may inspect the requested books and records. Such written notice shall be sent on or before the tenth (10th) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4 below.

3. **Election to Obtain Copies.** If copies of the identified books and records are requested, the Association shall produce copies of the requested books and records on or before the tenth (10th) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4.

4. **Inability to Produce Records Within 10 Days.** If the Association is unable to produce requested books and records on or before the tenth (10th) business day after the date the Association receives the request, the Association shall provide written notice to the Owner or the Owner's Representative that:

- a. informs the Owner or the Owner's Representative that the Association is unable to produce the requested books and records on or before the tenth (10th) business day after the date the Association received the request; and
- b. states a date by which the requested books and records will be sent or made available for inspection, which date shall not be later than the fifteenth (15th) business day after the date such notice is given.

5. **Extent of Books and Records.** The Association shall produce books and records requested by an Owner or an Owner's Representative to the extent those books and records are in the possession, custody or control of the Association.

6. **Time of Inspection; Copies.** If an inspection of books and records is requested or required, the inspection shall take place at a mutually agreed upon time during normal business hours. At the inspection, the Owner or the Owner's Representative shall identify the books and records to be copied and forwarded. The Association shall thereafter make copies of such books and records at the cost of the Owner and forward them to the Owner or the Owner's Representative.

7. **Format.** The Association may produce books and records requested by an Owner or an Owner's Representative in hard copy, electronic or other format reasonably available to the Association.

8. **Costs.** The Association may charge an Owner for the compilation, production or reproduction of books and records requested by the Owner or the Owner's Representative, which costs may include all reasonable costs of materials, labor, and overhead. Costs will be billed at the rates established by Title 1 of the Texas Administrative Code, Section 70.3 ("Section 70.3"), as same may be amended from time-to-time. As of the date of this Policy, the rates set forth below are established by Section 70.3. Should the rates set forth in Section 70.3 ever be different than in this policy (either through amendment or error by this policy) the then current rates set forth in Section 70.3 shall control.

Labor for locating, compiling and reproducing records*	\$15.00 per hour
Copies (8½ x 11 and 8½ x 14)	\$0.10 per page
Oversize paper copies (11 x 17, greenbar and bluebar)	\$0.50 per page

* No labor will be charged if there are 50 or fewer pages unless the documents are in 2 or more separate buildings not physically connected to each other or in a remote storage facility.

Specialty papers (blue print and maps)	actual cost
Diskette	\$1.00
Magnetic tape or data or tape cartridge	actual cost
CD	\$1.00
DVD	\$3.00
VHS video cassette	\$2.50
Audio cassette	\$1.00
Other	At the rate provided for in Section 70.3

9. Advance Payment of Estimated Costs. The Association shall estimate the costs of compiling, producing and reproducing books and records requested by an Owner or an Owner's Representative on the basis of the rates set forth in Section 8 above. The Association may require advance payment of the estimated costs of compiling, producing and reproducing the requested books and records.

10. Actual Costs.

- 10.1. If the actual costs of compiling, producing and reproducing requested books and records are less than or greater than the estimated costs, the Association shall submit a final invoice to the Owner on or before the thirtieth (30th) business day after the date the requested books and records are delivered.
- 10.2. If the final invoice includes additional amounts due from the Owner, the Owner shall be required to pay the additional amount to the Association before the thirtieth (30th) business day after the date the invoice is sent to the Owner.
- 10.3. If the final invoice indicates that the actual costs are less than the estimated costs, the Association shall refund the excess amount paid by the Owner not later than the thirtieth (30th) business day after the date the invoice is sent to the Owner.
- 10.4. If the Owner fails to pay to the Association the additional amounts shown in the final invoice in accordance with Subsection 10.1 above, the Association may add the additional amount to the Owner's assessment account as an assessment.

11. Books and Records Not Required to be Produced.

- 11.1. Unless an Owner whose records are the subject of a request provides express written approval to the Association or unless a court order is issued directing either the release of books and records or that books and records be made available for inspection, the Association is not required to release or allow inspection of books and records that:
 - a. identify the history of violations of dedicatory instruments of an individual Owner;
 - b. disclose an Owner's personal financial information, including records of payment or nonpayment of amounts due the Association;

- c. disclose an Owner's contact information, other than the Owner's address; or
 - d. disclose information related to an employee of the Association, including personnel files.
- 11.2. The Association is also not required to release or allow inspection of ballots cast in an election or removal of Directors, except as required by a recount procedure in accordance with Section 209.0057 of the Texas Property Code.
- 11.3. In addition, information may be released in an aggregate or summary manner that will not identify an individual property Owner.
12. **Business Day.** As used in this policy, "business day" means a day other than a Saturday, Sunday or state or federal holiday.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Open Records Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Fort Bend County, Texas.

TO CERTIFY which witness my hand this the 19 day of December, 2011.

TEALBRIAR COMMUNITY ASSOCIATION, INC.

By: Colin Robinson

Printed: Colin Robinson

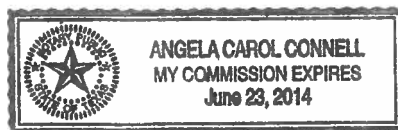
Its: Secretary

THE STATE OF TEXAS §
 §
 COUNTY OF Fort Bend §

BEFORE ME, the undersigned notary public, on this 19th day of December 2011 personally appeared Colin Robinson, Secretary of Tealbriar Community 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 purpose and in the capacity therein expressed.

[Signature]
 Notary Public in and for the State of Texas

Return to:
 Butler | Hailey
 8901 Gaylord, Suite 100
 Houston, Texas 77024



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FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2011 Dec 28 03:38 PM

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Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS

PAYMENT PLAN POLICY
for
TEALBRIAR COMMUNITY ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

I, Colin Robinson, Secretary of Tealbriar Community Association, Inc. (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 1st day of December, 2011, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Payment Plan Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. The Association is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded "Declaration of Covenants, Conditions and Restrictions Tealbriar" recorded in the Official Public Records of Real Property of Fort Bend County, Texas under County Clerk's File No. H980686, as amended and supplemented (the "Declaration").

2. Chapter 209 of the Texas Property Code is amended, effective January 1, 2012, to add Section 209.0062 (hereinafter referred to as Section 209.0062) thereto regarding alternate payment schedules for assessments ("Payment Plan").

3. The Board of Directors of the Association ("Board") desires to establish a policy for Payment Plan consistent with Section 209.0062 and to provide clear and definitive guidance to Owners in that regard.

POLICY:

NOW, THEREFORE, the Board has duly adopted the following Payment Plan Policy, to be effective January 1, 2012.

1. Subject to Section 12 below, Owners are entitled to make partial payments for the current year and/or delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. While the Payment Plan is active and on schedule, late fees, penalties and delinquent collection related fees will not be charged to the Owner. The Association may impose fees for administering a Payment Plan. Such fees, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declaration. The Association may provide an estimate of the amount of interest that will accrue under any proposed Payment Plan, but is not required to do so. At the sole discretion of the Board, interest may be waived during a Payment Plan period so long as the Payment Plan is not in default.

3. All Payment Plan(s) must be in writing, preferably on the Association's approved form (a copy of which is attached hereto). The Association may, in its discretion, accept a letter submitted by the Owner, if the letter specifies all necessary provisions of the Payment Plan.
4. The Payment Plan becomes effective and is designated as "active" upon:
 - a. receipt of a fully completed and signed Payment Plan form or otherwise acceptable letter from the Owner; and
 - b. receipt of the first payment under the Plan; and
 - c. acceptance by the Association as compliant with this Policy; and
 - d. installments under the Plan being current and of good and sufficient tender.
5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months. The length of a Payment Plan is at the sole discretion of the Board and will be based on the amount owed, the Owner's past payment history, and any extraordinary circumstances that the Board deems necessary and appropriate for consideration in determining the duration of a Payment Plan.
6. On a case-by-case basis and upon request of the 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 Plan may not exceed eighteen (18) months.
7. A Payment Plan must provide for consecutive monthly installments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest, if applicable.
8. If an Owner requests a Payment Plan that will extend into the next assessment billing cycle, the Owner will be required to pay any and all future assessments by the due date, or by no later than the delinquent date to be reflected on the subsequent year's assessment billing, 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 or otherwise acceptable letter from the Owner with the initial payment by the agreed-upon initial payment due date; 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, or by no later than the delinquent date to be reflected on the subsequent year's assessment billing, in a Payment Plan which spans additional assessment cycle(s).

In the absolute discretion of the Association, the Association may waive default under items b, c, or d above if the Owner notifies the Association, the Managing Agent or the Association's attorney of the late or short payment, and thereafter, makes up a missed or short payment on the immediate next calendar month payment. The

Association may, but has no obligation to, provide a courtesy notice or telephone call to the Owner of the missed or short payment. In the event of default, and in the further event that the Board agreed at the commencement of the Payment Plan to waive interest, any and all interest which accrued during the Payment Plan period may be added to the Owner's account balance.

10. On a case-by-case basis, the Association may, but has no obligation to, agree to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed installment payments are made up at the time the Owner submits a written request for reinstatement.
11. If a Payment Plan is voided, the full amount/balance then due by the Owner, together with any additional amounts which may have become due subsequent to the commencement of the Payment Plan, shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Declaration and the law.
12. 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 preceding two (2) years.

This Policy is to become effective on January 1, 2012 and is conditioned upon recording in the Official Public Records of Real Property of Fort Bend County, Texas, and supersedes any policy regarding Payment Plans which may have previously been in effect. Except as affected by Section 209.0062 and/or this Policy, all other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 19 day of December, 2011.

TEALBRIAR COMMUNITY ASSOCIATION, INC.

By: Colin Robinson

Printed: Colin Robinson

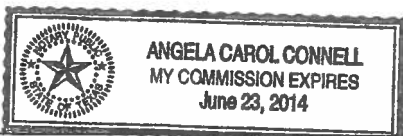
Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Fort Bend §

BEFORE ME, the undersigned notary public, on this 19th day of December, 2011 personally appeared Colin Robinson, Secretary of Tealbriar Community 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 purpose and in the capacity therein expressed.

[Signature]
Notary Public in and for the State of Texas

206804



**PAYMENT PLAN
for
TEALBRIAR COMMUNITY ASSOCIATION, INC.**

Parties:

Tealbriar Community Association, Inc. (the "Association")

and

Owner/Member name

Owner/Member name

Property Address: _____

Owner/Member Mailing Address: _____

Owner/Member Home Phone: _____

Owner/Member Cell Phone: _____

Owner/Member e-mail address: _____

(Owner/Member must keep all contact information current during the term of the Payment Plan)

Request by Owner/Member for Payment Plan

Owner/Member, whether one or more, requests that the Association allow Owner/Member to enter into an alternate payment plan with Association to pay consecutive, monthly installments of the _____ annual maintenance assessment of \$_____, together with other charges, if applicable, of \$_____, plus \$_____ (\$5.00 per month for each month an installment is to be paid for Administrative Fees). Administrative Fee, the sum of which shall hereinafter be referred to as "Amount Owed".

I/We hereby request that I/We be allowed to make payment of the Amount Owed to Association under the following terms and conditions:

(Owner/Member must initial the applicable plan)

_____ **Plan A** Available to Owner/Member owing up to or less than one (1) year's current annual assessment and/or other/related charges.

Amount Owed divided into 3 equal consecutive monthly payments with the last month's payment including any estimated accrued interest and Administrative Fees incurred under the Payment Plan, if any.

_____ **Plan B** Available to Owner/Member owing more than 1 year but no more than two (2) years' annual assessment and/or other/related charges.

Amount Owed divided into 6 equal consecutive monthly payments with the last month's payment including any estimated accrued interest and Administrative Fees incurred under the Payment Plan, if any.

_____ **Plan C** Available to Owner/Member owing more than 2 years but no three (3) years' annual assessment and/or other/related charges.

Amount Owed divided into 9 equal consecutive monthly payments with the last month's payment including any estimated accrued interest and Administrative Fees incurred under the Payment Plan, if any.

_____ **Plan D** Available to Owner/Member only in hardship circumstances, as determined by the Board of Directors in its sole discretion. The Owner/Member must submit information and/or documentation demonstrating hardship circumstances.

Amount Owed divided into ____ equal consecutive monthly payments with the last month's payment including any estimated accrued interest and Administrative Fees incurred under the Payment Plan, if any.

Under no circumstances will any Payment Plan extend more than 18 months in length from the date of the request as signed by the Owner/Member and accepted by Association.

Payment Date and Plans Extending Into Future Assessments Cycles

Owner/Member must submit the first month's payment with the signed request for a Payment Plan. All subsequent monthly installments shall be made on the fifteenth (15th) day of each successive month.

An Owner/Member who requests a Payment Plan that will extend into the next assessments cycle, will be required to pay future assessments by the delinquent date to be reflected on the subsequent year's maintenance fee statement, together with any other charges that may have accrued after the effective date of the Payment Plan.

Default Under Payment Plan

_____(Owner/Member Initial) Owner/Member has read the terms of default and marked Owner's/Member's initials evidencing that Owner/Member understands that if Owner/Member does not make payment as agreed herein that the Payment Plan shall be void and the full unpaid Amount Owed by Member/Owner shall immediately become due and payable. Association will resume the collection process for the unpaid Amount Owed, together with any additional amounts that may have become due, using all remedies available under the Declaration and the applicable law. Member understands that he/she will be in default if:

- 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 for that calendar month; or
- d. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles; or
- e. fails to maintain current contact information with Association.

Interest and Administrative Fees

As indicated above, an Administrative Fee in the amount of \$5.00 per month will be charged as part of the Plan, in addition to interest, if any. If the Association, in its discretion, waived interest at the time the Payment Plan was approved, and there is a Default, as defined above, the Association shall be authorized, at its discretion, to add back to the Owner/Member account any interest that would have accrued on the assessment or any portion thereof that remains unpaid as of the date of Default.

Form and Place of Payment

All payments due under the Payment Plan shall be in the form of a personal check, money order, or cashier's check, payable to "Tealbriar Community Association, Inc.", and either mailed or delivered to the following address:

Tealbriar Community Association, Inc.
c/o MASC Austin Properties, Inc.
13726 Florence Road
Sugar Land, TX 77478

Obligation of Association

Owner/Member will be mailed a one time breakdown of the subsequent monthly payments under the term of the Payment Plan to the mailing address provided by Owner/Member, including the Amount Owed for the final payment. In the event that Owner/Member has any questions to the monthly breakdown, it is Owner's/Member's responsibility to contact Association regarding such questions.

Any questions relating to the legal process should be directed by the Owner/Member to the Owner's/Member's attorney for clarification.

This agreement is performable in Fort Bend County, Texas.

Owner/Member Signature

Date

Owner/Member Signature

Date

Received and Accepted by Association on this the ____ day of _____, 20____.

By: _____
Authorized Agent for Association

206829