

DOC #2019049065

Corporate Certificate

WALNUT COVE PROPERTY OWNERS ASSOCIATION, INC.

The undersigned certifies that Theresa Saxton is the Secretary of Walnut Cove Property Owners Association, Inc. (the "Association"). The Association is the property owners' for the Walnut Cove, Section One, Two, and three, and four a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in the map records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and a true and correct copy of the **Agreement To Pay Delinquent Maintenance Assessments in installments Walnut Cove Property Association, Inc.** is attached to this certificate as Exhibit "A."

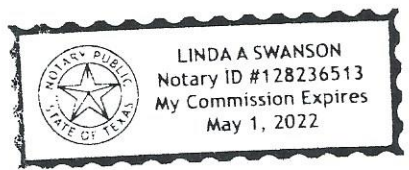
Signed this 7 day of June, 2019

WALNUT COVE PROPERTY OWNERS ASSOCIATION, INC.

By: Theresa Saxton
THERESA SAXTON, SECRETARY

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

Subscribed and sworn to before me by Theresa Saxton, this 7th day of June, 2019 in his/her capacity as agent for Walnut Cove Property Owners Association.



Linda A Swanson
Notary Public
State of Texas

After filing please Return to:
Walnut Cove P.O.A.
11182 Appletree
Willis, TX 77318

**AGREEMENT TO PAY DELINQUENT
MAINTENANCE ASSESSMENTS IN INSTALLMENTS**

WHEREAS, _____ (“Owner”) is/are the owner(s) of the following lot(s) in Walnut Cove Subdivision (the “Subdivision”), to-wit:

Section _____, Block _____, Lot(s) _____
Address: _____ (the “Property”); and

WHEREAS, the restrictions applicable to the Subdivision (the “Restrictions”) impose upon the Property an annual maintenance assessment (the “Maintenance Charge”) which is secured by a lien (the “Maintenance Lien”) reserved in the Restrictions against the Property; and

WHEREAS, the Maintenance Charge is the personal obligation of the person or entity owning the Property at the time when the Maintenance Charge become due and payable; and

WHEREAS, The Walnut Cove POA (the “Association”), the property owner’s association for the owners of the properties situated in the Subdivision, is responsible for the collection of the Maintenance Charge; and

WHEREAS, as of _____, there is due and owing the total sum \$ _____ in current and/or delinquent Maintenance Charges and collection costs incurred by the Association; and

WHEREAS, the Owner(s) has requested that the Association defer action for the collection of the delinquent Maintenance Charges and allow Owner(s) to pay the current and/or delinquent amounts in periodic installments; and

WHEREAS, the Association is willing to allow Owner(s) to pay the delinquent Maintenance charges in monthly installments upon the terms and conditions hereinafter set out;

NOW THEREFORE, in consideration of the premises and the mutual promises; covenants and agreements herein below set out, Owner(s) and the Association agree as follows:

1. Owner(s) acknowledge(s) and agree(s) that there is due and owing against the Property the total sum of \$ _____ in current and/or delinquent Maintenance Charges, and Owner(s) promise(s) and personally obligate(s) himself/herself/themselves to pay such amount, together with a \$45.00 administration fee and interest on the unpaid principal balance thereof from the date of this agreement until paid at the rate of 0% per annum, with a down payment of \$ _____ paid on the _____ day of _____, _____ installments of \$ _____ each, and a final installment of \$ _____, beginning on the _____ day of _____, _____ and continuing likewise each month thereafter until such amount is fully paid. Each payment will be applied toward the satisfaction of the oldest outstanding Maintenance Charges owing against the Property.

Payments will be made payable to Walnut Cove POA, by check or money order only, and be mailed or hand delivered to Walnut Cove POA, 11182 Apple Tree St, Willis, TX 77318.

2. The Maintenance Lien will continue to secure Owner(s) obligation to pay the current and/or delinquent Maintenance Charges, costs, interest, and attorney fees pursuant to this agreement.
3. In the event Owner(s) default(s) in his/her/their payment of any installment(s) under this Agreement, then the Association, at its option, may terminate Owner(s) right under this Agreement to pay the delinquent Maintenance Charges in monthly installments and thereupon, institute suit against Owner(s) and/or all other persons legally responsible for the payment of the current and/or delinquent Maintenance Charges for collection of the balance due thereon, plus accrued interest, costs and reasonable attorney fees and for foreclosure of the Maintenance Lien. Owner(s) expressly waive demand, presentment, notice of intent to terminate Owner's right to pay the current and/or delinquent Maintenance Charges in installments, notice of such termination, and all other notices and demands whatsoever.
4. This agreement is not intended as an accord and/or satisfaction of Owner(s) obligations to pay the Maintenance Charges under the Restrictions, and in the event of a default by Owner(s) in his/her/their obligations under this Agreement, the Association may bring an action to enforce this Agreement or may exercise its

remedies under the Restrictions. The Association does not by this agreement waive or relinquish any rights or remedies that in may have under the Restrictions in the event of a default by Owner(s) hereunder.

5. No forbearance or delay by the Association in the enforcement of this Agreement shall be deemed to be a waiver of the Association's right to insist upon strict compliance herewith by Owner(s).
6. To the fullest extent permitted by applicable law, Owner(s) waive(s) all time bar limitations applicable to the enforceability of the delinquent Maintenance Charges.
7. This Agreement pertains only to Maintenance Charges which are due and/or past due and delinquent on the date of this Agreement, and it is expressly understood and agreed that all Maintenance Charge accruing subsequent to the date hereof must be paid when due. Owner(s)' failure to pay such subsequently-accruing Maintenance Charges promptly when due shall constitute a default by Owner(s) hereunder.

EXECUTED this ____ day of _____, 20____.

Owner _____

By _____
Lindsey Mckibbins
Walnut Cove Community Office Manager

FILED FOR RECORD
06/07/2019 01:54PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number
sequence on the date and time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

06/07/2019



County Clerk
Montgomery County, Texas