

**Payment Plan Policy for the
Brittany Lakes Homeowners Association, Inc**

STATE OF TEXAS §
 §
COUNTY OF Galveston §

WHEREAS, The Brittany Lakes Homeowners Association, Inc (the "Association") is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

WHEREAS, Section 209.0062 of the TEXAS PROPERTY CODE requires that the Association adopt and record 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 without accruing additional monetary penalties; and

WHEREAS, the Association's Board of Directors (the "Board") desires to establish guidelines consistent with Section 209.0062;

NOW, THEREFORE, the Board has duly adopted the following "**Payment Plan Policy**" (the "Policy"):

- 1.) Eligibility: Any owner who has not defaulted under a previous payment plan during the past two years from the date a payment plan request is received by the Association shall be eligible for a payment plan under this Policy (a "Payment Plan").
- 2.) Duration & Terms
 - a. A Payment Plan shall have a minimum term of not less than 3 months;
 - b. Association may use its discretion to determine the maximum term of a payment plan;
 - c. Despite the foregoing, the Association may not allow a Payment Plan for any amount that extends more than 18 months from the date of the owner's request for a Payment Plan;
 - d. Association may require a good faith payment of not more than 25% prior to commencing a payment plan.
 - e. Any eligible owner shall be allowed, without deliberation by the Board, to pay a delinquent balance in up to 12 equal consecutive monthly installments, with the first payment due within 30 days of the approval of the Payment Plan;
 - f. Any owner may submit a request for a Payment Plan that does not meet the foregoing guidelines, along with any other information they wish the Board to consider, and the Board may approve or disapprove such Payment Plan, in its sole discretion; and,
 - g. If an owner who is not eligible to receive a Payment Plan asks for a Payment Plan, then the Board shall be entitled to approve or disapprove a Payment Plan, in its sole discretion.
- 3.) Execution
 - a. All Payment Plans must be in writing and signed by the owner entering into said Payment Plan.
- 4.) Fees and Payment
 - a. All payments shall be due by the date specified in the Payment Plan;

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- b. Failure by an owner to make a payment by the time frame specified in the Payment Plan shall result in immediate default of said Payment Plan;
- c. Additional monetary penalties will not accrue during the term of the Payment Plan. Notwithstanding the foregoing, interest as allowed under the Declaration may continue to accrue during the term of the Payment Plan. The Association may provide an estimate of the amount of interest that will accrue during the term of the Payment Plan. Furthermore, the Association may charge an owner a reasonable cost for administering the Payment Plan (the "Administrative Costs"). Any Administrative Costs will be identified in the Payment Plan.

5.) Default

- a. Any owner who defaults under a Payment Plan shall remain in default until his/her entire account balance is brought current;
- b. There is no opportunity to cure a default under a Payment Plan;
- c. While an owner is in default of a Payment Plan issued pursuant to this Policy, payments by the owner shall be applied in the manner specified in the written payment plan agreement.

EFFECTIVE DATE: 9/1/2013

Authorized Board Member Signature: _____

Date: _____

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