

The Wilderness Property Owners Association, Inc.
PAYMENT PLAN POLICY

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FREESTONE §

WHEREAS, The Wilderness Property Owners Association, Inc. (the “Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Association’s Restated and Amended Declaration of Covenants, Conditions and Restrictions of The Wilderness recorded in Volume 01360, Page 00793, *et seq.*, of the Real Property Records of Freestone County, Texas (the “Declaration”); and

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

WHEREAS, the Board of Directors of the Association (“Board”) desires to establish a policy for such payment plans consistent with Section 209.0062 and to provide clear and definitive guidance to owners.

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

1. Subject to Section 11 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a payment plan which complies in all respects with this Payment Plan Policy (a “Payment Plan”).
2. Late fees, penalties and delinquent collection related fees will be 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 may change from time-to-time. Interest will continue to accrue during a Payment Plan at the rate of 10% per annum.
3. All Payment Plans must be in writing and on the form provided by the Association and signed by the owner.
4. The Payment Plan becomes effective and is designated 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 of the plan by the Association as compliant with this Payment Plan Policy evidenced by execution on behalf of the Association.
5. A Payment Plan shall be no less than three (3) months and no more than 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 ... 3 months
- b. Total balance greater than 2 times annual assessment ... up to 12 months
6. 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.
7. 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 as, a portion of the Payment Plan in addition to the other payments specified in the Payment Plan.
8. 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 will constitute a default of the Payment Plan, if the owner:
 - a. misses a payment due in a calendar month; or
 - b. makes a payment for less than the agreed upon amount; or
 - c. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

In the absolute discretion of the Association, the Association may waive default if the owner makes up the missed or short payment on the immediate next calendar month payment prior to being notified that the Payment Plan has been voided due to default. The Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.

9. 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 payments are made up at the time the owner submits a written request for reinstatement.
10. If a Payment Plan is voided, the full amount due by the owner shall immediately become due without further notice. The Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
11. 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 recordation in the Real Property Records of Freestone County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Document Retention Policy, all other provisions contained in the Declaration or any other dedicatory instruments of the Association shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Approved and adopted by the Board on this ____ day of _____ 2011.

THE WILDERNESS PROPERTY OWNERS
ASSOCIATION, INC., a Texas nonprofit
corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared _____, the _____ of The Wilderness Property Owners Association, Inc., a Texas nonprofit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 2011.

Notary Public, State of Texas

[Notarial Seal]

Printed Name

My commission expires: _____

NOTE: Document was approved and adopted by the Board on 12/2/2011