

WIMBLEDON ON THE CREEK  
HOMEOWNERS ASSOCIATION INC.'S  
ALTERNATIVE PAYMENT PLAN POLICY

WHEREAS, pursuant to Section 209.0062 of the Texas Property Code, the Board of Directors [the "Board"] of Wimbledon on the Creek Homeowners' Association (the "Association") is required to adopt reasonable guidelines regarding an alternate payment schedule in which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following guidelines and procedures are established for the implementation of an alternate payment schedule, and the same are to be known as the "Alternative Payment Plan Policy" of the Association (hereinafter the "Policy")

1. PURPOSE: The purpose of this Policy is to assist owners in remedying delinquencies and remaining current on the payment of amounts owed to the Association by establishing orderly procedures by which owners may make partial payments to the Association for amounts owed without accruing additional penalties.
2. ELIGIBILITY FOR ALTERNATIVE PAYMENT SCHEDULES: To be eligible for a payment plan ("Payment Plan") pursuant to the Association's alternative payment plan schedule, an owner must meet the following criteria:
  - a) The owner must currently be delinquent in the payment of regular assessments, special assessments, or any other amounts owed to the Association:
  - b) The owner must not have defaulted on a previous payment plan during the prior two (2) years; and
  - c) The owner must submit a signed payment plan as defined below along with the owner's initial payment to the address designated by the Association for correspondence, within 30 days of the date of the initial letter that informs the owner of the availability of a payment plan.
3. PAYMENT PLAN SCHEDULE: A Payment Plan entered pursuant to this Policy shall extend for at least three (3) months from the date of the owner's request for a payment plan. A Payment Plan entered pursuant to this Policy shall not extend more than eighteen (18) months from the date of the owner's request for a payment plan.
4. ADDITIONAL CHARGES: A Payment Plan entered pursuant to this Policy shall allow an owner to make partial payments in installments to the Association for

delinquent regular or special assessments, or any other amount owed to the Association. The partial payments shall be made pursuant to the Payment Plan without accruing additional monetary penalties (except interest). Owners subject to a Payment Plan may be charged for reasonable costs associated with administering the payment plan, and interest, as these are not considered penalties. Accordingly, pursuant to a Payment Plan an owner will be charged both (1) the reasonable costs associated with administering the payment plan, including fees for the negotiation, establishment and initiation of the plan, a monthly fee to administer the plan for the duration of the plan, and (2) interest. Upon default under a Payment Plan by an owner, the Association may charge additional monetary penalties.

5. ACCRUAL OF ASSESSMENTS DURING PAYMENT PLAN PERIOD: Assessments and other charges that become due and are added to the owner's account during the term of a Payment Plan must be paid in a timely manner in addition to repayment of delinquent amounts, or must be addressed in the Payment Plan.

6. TERMS OF PAYMENT PLAN: A Payment Plan must include the total debt owed to the Association, including late fees, interest, fines and other collection costs. A Payment Plan must contain a schedule setting forth the date that each payment will be made and the exact amount of each payment to be made.

7. PRIORITY OF PAYMENTS POLICY: Regardless of the existence of a Payment Plan between an owner and the Association, a payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:

- (1) any delinquent assessment;
- (2) any current assessment;
- (3) any attorney's fees or third party collection costs incurred by the Association pertaining solely to assessments or any other charge that could provide the basis for foreclosure [the delinquency of which is secured by the Association's assessment lien];
- (4) any attorney's fees incurred by the Association that are not subject to Subdivision (3) above;
- (5) any fines assessed by the Association; and
- (6) any other amount owed to the Association.

B. ELIGIBILITY FOR PRIORITY OF PAYMENTS POLICY: The Association is not required to apply the Priority of Payments Policy set forth in Paragraph 7 above if at the time the Association receives payment from an owner, the owner is in default under a Payment Plan entered into with the Association. However, in

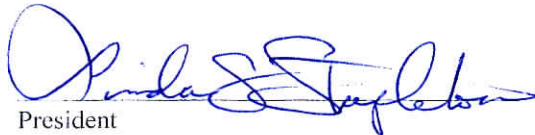
applying the payment from such owner in default, a fine assessed by the Association may not be given priority over any other amount owed to the Association.

**9. CRITERIA FOR DEFAULT UNDER PAYMENT PLAN:** A default under a Payment Plan may include one or all of the following:

- (1) failure of an owner to make a payment by the proposed date in accordance with the approved Payment Plan;
- (2) failure of an owner to make the full amount of a payment as stated in the approved payment Plan; or
- (3) failure of an owner to make a timely payment of any additional assessments that come due during the term of the Payment Plan.

**IT IS FURTHER RESOLVED** that this Alternative Payment Plan Policy is effective on June 1, 2014, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of the Board on June 24, 2014 and has not been modified, rescinded or revoked.

  
President

7-14-2014  
Date

State of Texas  
County of Tarrant

This instrument was acknowledged before me on 10/24/2014 day of October by Linda Stapleton

Notary Public's Signature [Signature]  
My commission expires Nov. 2, 2016

