



ADDITIONAL DEDICATORY INSTRUMENT
for
LAKES OF BELLA TERRA COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Christopher J. Archambault who, being by me first duly sworn, states on oath the following:


"My name is Christopher J. Archambault, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

I am the attorney for LAKES OF BELLA TERRA COMMUNITY ASSOCIATION, INC. Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original, official documents from the Association's files, which are kept in the normal course of business, by the custodian of records.

1. Payment Plan Policy;

Dated this 3 day of March, 2025.

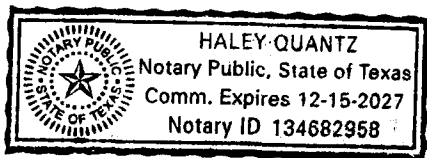
LAKES OF BELLA TERRA
COMMUNITY ASSOCIATION, INC.

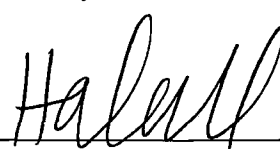
By: 

Name: Christopher J. Archambault
Attorney for LAKES OF BELLA TERRA
COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 3 day of March, 2025, by the said Christopher J. Archambault, Attorney for Lakes of Bella Terra Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.




Notary Public, State of Texas

**LAKES OF BELLA TERRA COMMUNITY ASSOCIATION
Payment Plan Policy**

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

WHEREAS, the Lakes of Bella Terra Community Association ("**Association**") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded public records of Fort Bend County under Clerk's No. 2007008483, as amended, (referred to collectively as "**Declaration**"); and

WHEREAS, pursuant to the authority assigned to the Association in the Declaration and as required by Section 209.0062 of the Texas Property Code, the Board of Directors of the Association (the "**Board**") hereby promulgates the following Payment Plan Policy.

NOW, THEREFORE, BE IT RESOLVED the Board has duly adopted the following *Payment Plan Policy*:

1. All Payment Plans must be in writing on the form provided by the Association, or the Association's representative, and signed by the Owner(s).
2. Subject to Section 11 below, Owners may make partial payments for amounts owed to the Association under a Payment Plan in compliance with this Policy. Partial payments without a written, signed Payment Plan, will not be accepted.
3. 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 as allowed under the Declaration and the Texas Property Code.
4. The Payment Plan becomes effective and is designated as "active" upon:
 - a. Receipt of a fully completed and signed Payment Plan; and
 - b. Receipt of the first payment under the Payment Plan; and
 - c. Acceptance of the Payment Plan by the Association as compliant with this Policy.
5. A Payment Plan may be as short as three (3) months and as long as six (6) months; however, the Board may deviate from this list as they believe to be in the best interests of the Association.
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.

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 in addition to the 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. The following may also be considered as a default of the Payment Plan, if the Owner:
 - 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; or
 - d. Fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

In the sole and absolute discretion of the Association, the Association may waive default under items b, c, or d above if the Owner makes up the missed or short payment on the immediate next calendar month payment. 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 agree, but has no obligation, to reinstate a voided Payment Plan 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. 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 Public Records of Fort Bend County and supersedes any conflicting provisions or policies which may have previously been in effect. Except as affected by Section 209.00505 and/or by this policy, all other provisions contained in

the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 28th day of February 2025.

Lake of Bella Terra Community Association

Signed: Roberta Jones

Name: Roberta Jones

Position: Secretary