

**BROOKWOOD HILLS II HOMEOWNERS ASSOCIATION
ALTERNATIVE PAYMENT PLAN POLICY**

WHEREAS, pursuant to Section 209.0062 of the Texas Property Code, the Board of Directors of Brookwood Hills II Homeowners' Association, Inc. (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 establishment of an alternate payment schedule, and the same are to be known as the "Alternate 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.** To be eligible for a payment plan pursuant to the Association's alternate 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.
 - 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.
3. **Payment Plan Schedule/Guidelines.** The Association hereby adopts the following alternate payment guidelines and makes the following payment plan schedule available to owners in order to make partial payments for delinquent amounts owed:
 - a) **Requirements of Payment Plan Request.** Within 30 days of the date of the initial letter which informs the owner of the availability of a payment plan, an owner must submit a signed acceptance of the payment plan schedule described below to the Brookwood Hills II Homeowners' Association, Inc. If an owner fails to sign the plan an effective date of the Alternate Payment Plan will be in effect the day of the USPS marked Certified Mail receipt.
 - b) **Term.** The term of the payment plan is nine (9) monthly payments

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c) **Date of Partial Payments under Plan.** The Owner must submit the first monthly installment payment under the plan at the same time with submission of the Owner's payment plan agreement which must be signed by the Owner. If an owner fails to sign the plan an effective date of the Alternate Payment Plan will be in effect the day of the USPS marked Certified Mail receipt. The Owner must make all additional installments under the payment plan so that the payments are received by the Association no later than the first (1st) day of each designated month written below. The Owner may pay off, in full, the balance under the payment plan at any time. All payments must be received by the Association at the Association's designated mailing address PO Box 1413, Bedford, TX 76095 for all payments. Payments may be made by check or certified funds. An Owner's balance owed to the Association shall not accrue late fees. The costs of administering the plan shall be included in calculating the total amount owed under the payment plan and will be included in the payment obligation.

Annual Dues \$225.

Due on June 1. (allows according to the State of Texas Property Code 45 days grace)

Late Fee \$25.00

Interest 0%

Previous balance from past years of delinquency \$ _____

September 1, 2022 Due _____

December 1, 2022 Due _____

March 1, 2023 Due _____

d) **Correspondence.** Any correspondence to the Association regarding the amount owed, the payment plan, or such similar correspondence must be sent to the address designated by the Association for correspondence. Brookwood Hills II HOA PO Box 1413, Bedford, TX 76095 Such correspondence shall not be included with an Owner's payment.

e) **Amounts Coming Due During Plan.** Owners are responsible for remaining current on all assessments and other charges coming due during the duration of the Owner's payment plan and must, therefore, timely submit payment to the Association for any amounts coming due during the duration of the Owner's payment plan.

f) **Other Payment Arrangements.** At the discretion of the Board of Directors, and only for good cause demonstrated by an owner, the Association may accept payment

arrangements offered by owners which are different from the above cited guidelines, provided that the term of payments is no more than nine (9) months. The Association's acceptance of payment arrangements that are different from the approved payment plan schedule/guidelines hereunder shall not be construed as a waiver of these guidelines nor authorize an owner to be granted a payment plan which differs from the one herein provided.

4. **Default.** If an Owner fails to timely submit payment in full of any installment payment (which installment payment must include the principal owed, the administration fees assessed to the plan or fails to timely pay any amount coming due during the duration of the plan, the Owner will be in default. If an Owner defaults under a payment plan, the Association may proceed with collection activity without further notice. If the Association elects to provide a notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. In addition, the Owner is hereby on notice that he/she will be responsible for any and all costs, including attorney's fees, of any additional collection action which the Association pursues.
5. **Board Discretion.** Any Owner who is not eligible for a payment plan under the Association's alternate payment plan schedule may submit a written request to the Board for the Association to grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the Owner's debt (i.e. the Association's management company or the Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Brookwood Hills II Homeowners Association's Board of Directors.
6. **Severability and Legal Interpretation.** If any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision and this Policy shall be enforced as if such provision did not exist. Furthermore, the purpose of this policy is to satisfy the legal requirements of Section 209.0062 of the Texas Property Code. If any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law.

IT IS FURTHER RESOLVED that this Alternate Payment Plan Policy is effective upon adoption, to remain in force and effect until revoked, modified or amended. This is to certify that the foregoing

A

resolution was adopted by the Board of Directors at a meeting of same on _____,
and has not been modified.

Date _____ July 28, 2022 _____

Secretary _____ Amy Sabol _____

I, _____ Homeowner/resident/member of Brookwood Hills
HOA residing at _____ Bedford TX, 76021 agree to the Brookwood Hills
II Alternative Payment Plan Policy as written in the document above. I understand the terms of the
document and will comply with the plan. I will send my Alternative Payments to the address below:

Brookwood Hills II HOA
PO Box 1413
Bedford, TX 76095

Signature

Date

*The Owner must submit the first monthly installment payment under the plan at the same time
with submission of the Owner's payment plan agreement which must be signed by the Owner. If an
owner fails to sign the plan an effective date of the Alternate Payment Plan will be in effect the day
of the USPS marked Certified Mail receipt. Please return this signed agreement with your initial payment
to the PO Box listed above. Thank you.*

BROOKWOOD HILLS II HOMEOWNERS ASSOCIATION, INC.

CERIFICATE OF SECRETARY

The Secretary of BROOKWOOD HILLS II HOMEOWNERS ASSOCIATION, INC., certifies that he/she is the duly
elected and qualified Secretary of BROOKWOOD HILLS II HOMEOWNERS ASSOCIATION, INC., and certifies that
the above is a true and correct record of the resolution that was duly adopted by the board of BROOKWOOD
HILLS II HOMEOWNERS ASSOCIATION, INC. ON _____ July 28 _____, 20__22__.

Amy Sabol _____
Secretary Printed Name

Amy Sabol

Secretary Signature