

ATTACHMENT 3
GUIDELINES FOR ALTERNATIVE PAYMENT PLANS

*After Recording, Return To
Baird, Crews, Schiller & Whitaker, P.C.
Attn: Taylor Fitzner
15 North Main Street
Temple, Texas 76501*

**GUIDELINES FOR ALTERNATIVE PAYMENT PLANS
FOR
ROSEWOOD SPRINGS HOMEOWNERS' ASSOCIATION,
A Texas Nonprofit Property Owners' Association
[pursuant to Texas Property Code, Section 209.0062]**

Effective Date: June 6, 2022

Homeowners' Association: ROSEWOOD SPRINGS HOMEOWNERS' ASSOCIATION,
a Texas nonprofit property owners' association

Homeowners' Association Address: 3800 S WS Young Drive, Suite 101
Killeen, Texas 76542

Subdivision: ROSEWOOD SPRINGS

Payment Plan Guidelines:

- A. A member of the Association who is delinquent in the payment of any regular or special assessments, or any other amounts owed to the Association (collectively, "Delinquent Payments"), shall be entitled to enter into a payment plan with the Association providing for an alternative payment schedule by which the member may make partial payments to the Association for Delinquent Payments (each, a "Payment Plan"). Each such Payment Plan shall be in accordance with terms of these Payment Plan Guidelines and the requirements of Section 209.0062 of the Texas Property Code (the "Code"). Notwithstanding the foregoing, or any provision herein to the contrary, the Board of Directors of the Association, in its discretion, may elect to not allow a Payment Plan for any member of the Association who has failed to honor the terms of a previous payment plan with the Association during the two (2) years following the member's default under the previous Payment Plan.
- B. There shall be three (3) Payment Plans available as follows:
1. Members owning Delinquent Payments to the Association totaling \$600 or less shall be entitled to pay all Delinquent Payments and any "Payment Plan Administrative Charges" (as defined below) owed in equal monthly installments over a period of six (6) months.
 2. Members owing Delinquent Payments to the Association totaling \$601-\$1200 shall be entitled to pay all Delinquent Payments and any "Payment Plan Administrative Charges" (as defined below) owed in equal monthly installments over a period of twelve (12) months.
 3. Members owing Delinquent Payments to the Association totaling \$1201 or more shall be entitled to pay all Delinquent Payments and any "Payment Plan Administrative Charges"

(as defined below) owed in equal monthly installments over a period of eighteen (18) months.

- C. Under any Payment Plan, in addition to the Delinquent Payments due and payable thereunder, the Association shall also be entitled to recover all interest due and payable on the member's Delinquent Payments (which interest shall continue to accrue on all Delinquent Payments in accordance with applicable provisions of the Association's governing documents), as well as the Association's reasonable costs associated with administering the Payment Plan (collectively, the "**Payment Plan Administrative Charges**").
- D. Each Payment Plan shall be evidenced in writing by an agreement executed by both the member and an authorized representative of the Association. Such writing shall specify the total amount of Delinquent Payments owed, the total amount of Payment Plan Administrative Charges, and the period of repayment under the Payment Plan.
- E. Each payment due under any Payment Plan shall be due on or before the (1st) day of each month during the pendency of the Payment Plan.
- F. Any payment made pursuant to a Payment Plan which is returned for insufficient funds, and any payment which is received after the due day thereof, shall constitute a material breach of the Payment Plan, in which even the Payment Plan shall terminate, and all unpaid amounts subject to the Payment Plan shall immediately become due and payable in full.

Application of Payments Schedule:

- A. In accordance with the terms of Section 209.0063 of the Code, except for payments made to the Association by members who are in default under any Payment Plan with the Association, a payment received by the Association from a member shall be applied to the member'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 associated solely with assessments or any other charge that could provide the basis for foreclosure; (4) any attorney's fees incurred by the Association that are not subject to subparagraph (3); (5) any fines assessed by the Association; and (6) any other amounts owed to the Association.
- B. Any payments received by the Association from a member of the Association who is in default under any Payment Plan with the Association shall be applied to the member's debt in the following alternative order of priority: (1) any attorney's fees or third party collection costs incurred by the Association in connection with collection of the member's debt; (2) any other fees and expenses reimbursable to the Association in connection with collection of the member's debt; (3) late charges and interest due by the member; (4) any delinquent assessment; (5) any current assessment; (6) any other amount owed to the Association (excluding fines); and (7) any fines assessed by the Association.

Capitalized terms used but not defined in this document have the meaning set forth in the Declaration of Covenants, Conditions and Restrictions of ROSEWOOD SPRINGS HOMEOWNERS' ASSOCIATION, a Texas nonprofit property owners' association, and of Rosewood Springs, a subdivision in the City of Killeen, Bell County, Texas or in the Bylaws of ROSEWOOD SPRINGS HOMEOWNERS' ASSOCIATION, a Texas nonprofit property owners' association.

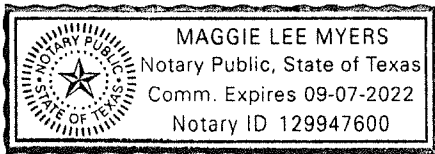
ROSEWOOD SPRINGS HOMEOWNERS' ASSOCIATION,
A Texas Nonprofit Property Owners' Association

By: Kristin Sears
Kristin Sears, Secretary

ACKNOWLEDGMENT

State of Texas
County of Bell

This instrument was acknowledged before me on June 29, 2022, by Kristin Sears in her capacity as Secretary of ROSEWOOD SPRINGS HOMEOWNERS' ASSOCIATION, a Texas nonprofit property owners' association on behalf of said property owners' association.



Maggie Lee Myers
Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:
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