

SCHEDULE C

WINDHAVEN CROSSING TOWNHOME OWNER'S ASSOCIATION, INC.

ALTERNATE PAYMENT SCHEDULE POLICY

WHEREAS, the Board of Directors (the "Board") of Windhaven Crossing Townhome Owner's Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish an Alternate Payment Schedule Policy by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code. The provisions of this policy may be amended, from time to time, as the Board deems necessary and appropriate; and

WHEREAS, the Board intends to file these guidelines as a stand-alone policy for Windhaven Crossing in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors by Resolution, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association. Any amendment or revision shall be mailed to each homeowner and a copy placed on the Association's website if applicable; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines are established by the Board:

1. Upon the written request of a delinquent owner, the Association shall enter into an Alternate Payment Schedule with such owner, subject to the following guidelines:
 - a. An Alternate Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the Association.
 - b. An Alternate Payment Schedule will not be made available in the following cases: (1) to owners who have failed to honor the terms of a previous Alternate Payment Schedule during the two (2) years following the owner's default of such previous Alternate Payment Schedule; (2) to owners who have failed to request an Alternate Payment Schedule prior to the 30-day deadline to cure the delinquency as set forth in the Association's letter sent pursuant to Tex. Prop. Code § 209.0064(b); and/or (3) to owners who have entered into an Alternate Payment Schedule within the previous 12 months. Notwithstanding the foregoing, the Board has discretion to allow any owner to enter into an Alternate Payment Schedule.
 - c. During the course of an Alternate Payment Schedule, additional monetary penalties shall not be charged against an owner so long as the owner timely performs all obligations under the Alternate Payment Schedule and does not default. However, the

Association may charge reasonable costs for administering the Alternate Payment Schedule (“Administrative Costs”) and, if interest is allowed under the Declaration, then interest will continue to accrue during the term of the Alternate Payment Schedule. The Association may provide an estimate of the amount of interest that will accrue during the term of the Alternate Payment Schedule.


- d. The total of all proposed payments in an Alternate Payment Schedule must equal the sum of the current delinquent balance prior to any reduction or waiver of any assessment or other delinquent amount owed, the estimated interest, and any Administrative Costs; and may include any assessments that will accrue during the term of the Payment Plan.
- e. All payments under an Alternate Payment Schedule shall be due and tendered to the Association by the dates specified in the Alternate Payment Schedule, and may be made by submitting online payments, payment by mail by check, cashier’s checks or money orders. Should a payment by check be returned or payment is not honored for any reason, the Association shall have the right to require all future payments be submitted by cashier’s check or money order only.
- f. The minimum term for an Alternate Payment Schedule is 3 months from the date of the owner’s request for an Alternate Payment Schedule. The Association is not required to allow an Alternate Payment Schedule for any amount that extends more than 18 months from the date of the owner’s request for an Alternate Payment Plan.
- g. Any owner may submit to the Board a request for an Alternate Payment Schedule that does not meet the foregoing guidelines, along with any other information he/she believes the Board should consider along with such request (e.g. evidence of financial hardship). The Board, in its sole discretion, may approve or disapprove such a request for a non-conforming Alternate Payment Schedule. An owner who is not eligible for an Alternate Payment Schedule may still request an Alternate Payment Schedule, and the Board, in its sole discretion, may accept or reject such a request.
- h. Default
 1. The following shall result in an immediate default of an Alternate Payment Schedule:
 - i. The owner’s failure to timely tender and deliver any payment when due under the Alternate Payment Schedule;
 - ii. The owner’s failure to tender any payment in the full amount and form (e.g., cashier’s check or money order) as specified in the Alternate Payment Schedule; or
 - iii. The owner’s failure to timely comply with any other requirement or obligation set forth in the Alternate Payment Plan.
 - iv. The owner’s failure to timely pay ongoing (future) assessments and other charges and fees of the Association when due.

2. Any owner who defaults under an Alternate Payment Schedule shall remain in default until his/her entire account balance is brought current.
 3. The Association is not required to provide notice of any default.
 4. Owners are not entitled to any opportunity to cure a default.
 5. While an owner is in default under an Alternate Payment Schedule, the owner's payments need not be applied to the owner's debt in the order of priority set forth in Tex. Prop. Code § 209.0063(a). But, in applying a payment made while the owner is in default, a fine assessed by the Association may not be given priority over any other amount owed to the Association.
 6. The failure by the Association to exercise any rights or options shall not constitute a waiver thereof or the waiver of the right to exercise such right or option in the future.
- i. All other terms of an Alternate Payment Schedule are at the discretion of the Board of Directors.

IT IS FURTHER RESOLVED, this policy is executed to be effective as of the 1st day of October, 2021, and that this Policy supersedes in all respects any prior policy and resolution with respect to the Alternative Payment Schedule filed by the Association or its predecessor-in-interest, is effective upon its filing with the Office of the Denton County Clerk, and shall remain in full force and effect until revoked, modified or amended. This is to certify that the foregoing Alternate Payment Schedule Guidelines for Certain Assessments and other charges and fees owed was adopted by the Board of Directors of Windhaven Crossing Townhome Owner's Association, Inc., in accordance with Section 209.0062 of the Texas Property Code.

[End of Alternate Payment Schedule]

Windhaven Crossing Townhome Owner's Association, Inc.,
a Texas non-profit corporation

By: 
Victor Tannous, Secretary

Date: October 1, 2021.