

**THE OAKS AT STONEY CREEK HOMEOWNERS ASSOCIATION, INC.
PAYMENT PLAN POLICY, APPLICATION OF PAYMENTS SCHEDULE, RECORDS
RETENTION, BOOKS AND RECORDS PRODUCTION RESOLUTION**

Whereas, **The Oaks at Stoney Creek Homeowners Association, Inc.** (the "Association"), constitutes a property owners association under the provisions of Chapter 209 of the Texas Property Code and is composed of fifteen or more lots.

Whereas, Chapter 209 of the Texas Property Code was amended, effective January 1, 2012, which requires the Association to adopt and record alternative payment schedule guidelines ("Payment Plans") for assessments, application of payments schedule, records retention policy, and a books and records production.

Whereas, the Association, through its Board of Directors, shall have and may exercise discretionary authority concerning the restrictive covenants contained herein:

Now, Therefore, in order to comply with Chapter 209, the Board hereby adopts the following guidelines:

PAYMENT PLAN POLICY AND APPLICATION OF PAYMENTS SCHEDULE

1. All Owners are entitled to one approved Payment Plan to pay their annual assessment per Chapter 209 Sec. 209.0062.
2. All Payment Plans require a down payment and monthly payments
3. Upon request all owners are automatically approved for a payment plan.
 - a. A Plan consisting of 10% down, with the balance paid in 12 (twelve) monthly installments. Each payment shall be due on or before the first day of each month during the term of the Plan.
 - b. A Plan consisting of 25% down and 25 % paid quarterly. Each payment shall be due on or before the first day of every three month period during the term of the Plan.
 - c. A Plan consisting of 50% down and 50% after six months. Payment shall be due on or before the first day of the sixth month during the term of the Plan.
4. Alternative Payment Plan proposals shall be submitted to and approved by the Association in writing: The Association is not obligated to approve alternative Payment Plan proposals.
5. The total of all proposed payments under the Plan must equal the current balance plus the Payment Plan administrative fees, plus the estimated accrued interest.
6. If an owner requests a Payment Plan that will extend into the next assessment period, the owner shall be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
7. All Payment Plans must be in writing on a form provided by the Association, or a form otherwise approved by the Association.
8. If an owner defaults on the Payment Plan the Payment Plan shall be terminated. Default of a Payment Plan includes: failing to return a signed payment Plan form with the down payment; missing a payment due in a calendar month; or failing to pay future assessments by the due date if the Payment Plan extends into the next assessment period. In such event, all unpaid amounts subject to the Plan shall automatically, without further notice from the Association, be accelerated and shall be immediately due. In addition, the defaulting owner shall be liable for all costs of collection, including attorney fees which may be, incurred by the Association to collect the remaining debt.
9. If an owner defaults on a Payment Plan the Association is not obligated to enter into another Payment Plan with the owner for the next two years after the date of default.
10. No Payment Plan may last less than 3 months or more than 18 months.
11. The Association may only charge interest throughout the duration of the Payment Plan and the reasonable costs of administering the Payment Plan, while an owner is current on his/her Payment Plan.
12. Any payments received by the Association from an owner who is in default under a Plan with the Association during a Payment Plan Default Period shall be applied to the member's debt or account in the following order of priority:

- a. any attorney fees or third party collection costs incurred by the Association in connection with collection of the member's debt;
- b. any other fees and expenses reimbursable to the Association in connection with collection of the member's debt;
- c. any late charges and interest due by the member;
- d. any past due delinquent assessments (beginning with the oldest)
- e. any current assessments;
- f. any other amount owed to the Association (excluding fines); and
- g. any fines assessed by the Association.

APPLICATION OF PAYMENTS SCHEDULE

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 a payment plan agreement with the Association (as provided above), a payment received by the Association from a member shall be applied to the member's account in the following order of priority:

- 1. any delinquent assessments (beginning with the oldest);
- 2. any current assessments;
- 3. any attorney fees or third party collection costs incurred by the Association associated solely with collection of unpaid assessments or any other charge that could provide the basis for foreclosure of the Association's assessment lien;
- 4. any attorneys fees incurred by the Association that are not associated solely with collection of unpaid assessments or that do not provide a basis for foreclosure of the Association's assessment lien;
- 5. any fines assessed by the Association; and
- 6. any other amount owed to the Association

RECORDS RETENTION POLICY

In order to comply with Section 209.005(m), the Association hereby adopts the following records Retention Policy:

The Association shall maintain its records as follows:

<u>RECORD TYPE</u>	<u>RETENTION PERIOD</u>
Certificate of Formation/Articles of Incorporation, Bylaws, Declarations and all amendments to those documents	Permanent
Association Tax Returns and Tax Audits	Seven (7) years
Financial Books and Records	Seven (7) years
Account Records of Current Owners	Five (5) years
Contracts with a term of more than one year	Four (4) years after Contract Expires
Minutes of Member Meetings and Board Meetings	Seven (7) years

Records not listed above are not subject to retention. Upon expiration of the retention date, the applicable records may be destroyed.

BOOKS AND RECORDS PRODUCTION POLICY

In order to comply with Section 209.005, the Association hereby adopts the following Books and Records Production Policy:

- 1. Copies of Association books and Records will be available to all owners upon their proper request and at their own expense. A proper request:
 - a. Is sent certified mail to the Association's address as reflected in its most recent management certificate; and

- b. Is from an owner, or the owner’s agent, attorney, or certified public accountant; and
 - c. contains sufficient detail to identify the books and records being requested.
2. Owners may request to inspect the books and records or may request copies of specific books and records. If the owner makes a request to inspect the books and records, then the association will respond within 10 business days of the request, providing the dates and times the books and records will be made available and the location of the books and records. The Association and the owner shall arrange for a mutually agreeable time to conduct the inspection. The Association shall provide the owner with copies of specific documents requested during the inspection upon the owner paying the association the cost thereof. If the owner makes a request for copies of specific books and records, the Association shall, with 10 days of the owner’s request, send a response letter advising on the date that the requested copies will be made available (within 15 business days) and the cost the owner must pay before the requested copies will be provided. Upon paying the cost of producing the requested copies, the Association shall provide the requested copies to the owner.
 3. The Association hereby adopts the following schedule of costs:
 - a. Paper copies- \$0.10 per regular page, \$0.50 per oversize pages
 - b. CD- \$1.00 per disc
 - c. Other electronic media-actual cost
 - d. Labor charge for requests of more than 50 pages-\$15.00 per hour
 - e. Overhead charge for requests of more than 50 pages- 20% of the labor charge
 - f. Document retrieval charges from off-site storage- actual cost
 - g. Postage and materials-actual cost

If the rates of charge allowed by Statute change, that charge will automatically apply to Association records, without necessity of amending this policy.

4. If the estimated cost provided to the Owner is more or less than the actual cost of producing the documents, the Association shall, within 30 days after providing the records, submit to the owner either an invoice for additional amounts owed or a refund of the overages paid by the owner.
5. Unless authorized in writing or by court order, the Association will not provide copies of any records that contain the personal information of an owner, including restriction violations, delinquent assessments, financial information, and contact information.

CERTIFICATION

“I, the undersigned, being the President of The Oaks at Stoney Creek Homeowners Association, Inc. hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors on the ____ day of _____, 2018.

By: _____, President
Debra Roberts

THE STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the ____ day of _____, 2018, Debra Roberts, President of The Oaks at Stoney Creek Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS