



THE LAKES OF SOUTH SHORE HARBOUR COMMUNITY ASSOCIATION, INC.  
PAYMENT PLAN POLICY

WHEREAS, The Lakes of South Shore Harbour Community Association, Inc. (the "Association"), a Texas non-profit corporation, which is governed by its Board of Directors (the "Board"), is the governing entity of the subdivisions set forth below and authorized to enact this Policy; and

WHEREAS, this Payment Plan Policy applies to the operation and utilization of property within the following subdivisions, additions in Galveston County, Texas, according to the maps or plats thereof, recorded in the Map Records of Galveston County, Texas as follows:

South Shore Harbour, Section SF 70-1, according to the map or plat thereof recorded under Map Record 18, Map Number 1142;

South Shore Harbour, Replat Block Three, Section SF 70-1, according to the map or plat thereof recorded under Map Record 18, Map Number 1244;

South Shore Harbour, Section SF 60-1, according to the map or plat thereof recorded under Map Record 18, Map Number 1140;

South Shore Harbour, Section SF 65-1, according to the map or plat thereof recorded under Map Record 18, Map Number 1145;

South Shore Harbour, Section SF 50-1, according to the map or plat thereof recorded under Map Record 18, Map Number 1776 and 1377;

South Shore Harbour, Section SF 85-1, according to the map or plat thereof recorded under Map Record 18, Map Number 1397 and 1398;

South Shore Harbour, Section SF 60-2, according to the map or plat thereof recorded under Map Record 2003A, Map Number 1 and 2;

South Shore Harbour, Section SF 65-2, according to the map or plat thereof recorded under Map Record 18, Map Number 1406 and 1407;

South Shore Harbour, Section SF 50-2, according to the map or plat thereof recorded under Map Record 2003A, Map Number 73, 74 and 75;

South Shore Harbour, Section SF 70-2-1, according to the map or plat thereof recorded under Map Record 2004A, Map Number 152 and 153;

South Shore Harbour, Section SF 50-4, according to the map or plat thereof recorded under Map Record 2005A, Map Number 117;

South Shore Harbour, Section SF 65-3, according to the map or plat thereof recorded under Map Record 2005A, Map Number 116;

South Shore Harbour, Reserves, according to the map or plat thereof recorded under Map Record 18, Map Number 1139;

South Shore Harbour, Section SF 70-2-2, according to the map or plat thereof recorded under Map Record 2006A, Map Number 39 and 40;

South Shore Harbour, Section SF 85-2, according to the map or plat thereof recorded under Map Record 2006A, Map Number 168 and 169;

South Shore Harbour, Section SF 60-3-2-1, according to the map or plat thereof recorded under Map Record 2007A, Map Number 141;

South Shore Harbour, Section SF 60-3-2-2, according to the map or plat thereof recorded under Map Record 2008A, Map Number 42;

South Shore Harbour, Section SF 70-3, according to the map or plat thereof recorded under Map Record 2008A, Map Number 5 and 6;

South Shore Harbour, Section SF 65-4, according to the map or plat thereof recorded under Map Record 2008A, Map Number 7 and 8;

along with any supplements, additions or replats thereof of any of the above, all of the above collectively referred to as the "Subdivision"; and

WHEREAS, the Board of Directors of the Association desires to establish guidelines to administer an installment payment process for delinquent amounts owed to the Association in compliance with Chapter 209 of the Texas Property Code ; and

NOW THEREFORE, the Board of Directors of the Association hereby adopts the following Payment Plan Policy pursuant to Chapter 209 of the Texas Property Code and the authority granted to the Board by the provisions of the By-laws:

This payment plan policy was approved by the Board of Directors for The Lakes of South Shore Harbour Community Association, Inc., on the 29<sup>th</sup> day of December, 2011, to be effective January 1, 2012.

- 1) All Owners are entitled to an approved payment plan to pay their annual assessments.
- 2) All payment plans require a down payment and monthly payments.
- 3) Upon request, all Owners are automatically approved for a payment plan consisting of 25% down, with the balance paid off in 6 monthly installments.
- 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) A Payment Plan must include sequential monthly payments. 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 is terminated. Default of a Payment Plan includes:
  - a. failing to return a signed Payment Plan form with the down payment;
  - b. missing a payment due in a calendar month; or
  - c. failing to pay future assessments by the due date if the Payment Plan extends into the next assessment period.
- 9) If an owner defaults on a Payment Plan the Association is not obligated to make another Payment Plan with the owner for the next two years after the date of default.
- 10) No payment plan may last shorter than 3 months or longer than 18 months, although an Owner is not prohibited from paying amounts due to the Association earlier than contemplated by a payment plan.
- 11) The Association is allowed to charge interest and reasonable administrative costs throughout the payment plan, but may not charge a late fee or any other penalties.

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

CERTIFICATION

"I, the undersigned, being the Vice President of The Lakes of South Shore Harbour Community Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors."

By: Annette Ramirez

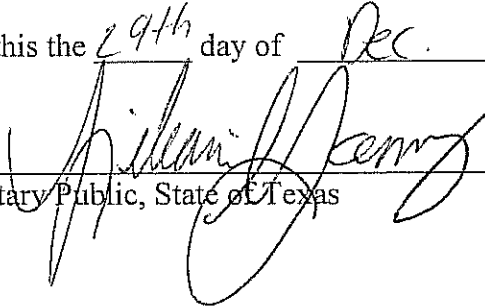
Print name: Annette Ramirez

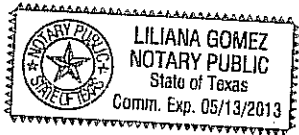
ACKNOWLEDGEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared Annette Ramirez, Vice President of The Lakes of South Shore Harbour Community Association, Inc., and known by me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that she is the person who signed the foregoing document in her representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 29<sup>th</sup> day of Dec., 2011.

  
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Notary Public, State of Texas



**RETURN TO:**  
Holt & Young, P.C.  
11200 Richmond Ave., Suite 450  
Houston, Texas 77082

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

 2011065963

December 30, 2011 01:26:00 PM

FEE: \$28.00

Dwight D. Sullivan, County Clerk  
Galveston County, TEXAS