

**SANDHILL SHORES PROPERTY OWNERS ASSOCIATION, INC.,****PARTIAL PAYMENT PLAN****Basic Information**

- Name:** Sandhill Shores Property Owners Association, Inc. (the "Association"), established by the certificate of formation filed with the secretary of state of Texas on December 10, 2004, under file number 800424942
- Principal Office:** Physical: 20911 West Sandhill Drive, Galveston, TX 77554. Mail: P.O. Box 5336, Galveston, Texas 77554. The Association may have other offices.
- Declaration:** The Declaration of Restrictions, Covenants and Conditions of Sandhill Shores, a Subdivision in Galveston County, Texas, recorded in the real property records of Galveston County, Texas under Film Code No. 013-91-0966.
- Definitions:** Capitalized terms used but not defined herein have the meaning set forth in the Declaration.
- Voting Members:** All Members are entitled to vote in person or my proxy.

A. Payment Plan

1. A property owner may enter into a payment plan with the Association for unpaid fees due to the Association.
2. The length of the payment plan may be between a minimum of three (3) months and a maximum of eleven (11) months.
3. A property owner must request from the association to enter into a payment plan for the payment of the property owners unpaid fees.

B. Payment Schedule

1. The default payment plan will be as follows:
 - i. Property owner will tender ten percent (10%) of the total amount due as an initial down payment.
 - ii. The property owner will have the option to choose the amount of months he or she wishes the payment plan to cover provided it is for a minimum of three (3) months and a maximum of eleven (11) months.
 - iii. The remaining amount due will be divided by the total amount of months that the payment plan will cover. The result of this equation will be the property owners monthly payment under the payment plan.

iv. The property owner will tender on the first of each month the amount due for that month.

2. Nothing in this section will operate to preclude the owner from proposing an alternative to the default plan provided the proposed plan is for a minimum of three (3) months and a maximum of eleven (11) months. The board is free at its discretion to accept or reject the plan.

C. Monetary Penalties. If a property owner enters into a payment plan with the association the property owner will no longer accrue additional monetary penalties for the unpaid debt. The association reserves the right to charge the property owner for reasonable costs associated with the maintenance of the payment plan and interest on the unpaid debt. The interest rate will be the (Wall Street Journal Prime Rate)+1 as recorded on the day the owner tenders the ten percent (10%) initial down payment on the payment plan.

D. Exception. The association is not required to enter into a payment plan with a property owner who has within the previous two (2) years defaulted on a previous payment plan with the association.

E. Priority of Payment. Payments received by the Association from a property owner will be applied to the owner's debt in the following priority:

1. Any delinquent assessment;
2. Any current assessment;
3. An attorneys' fees or third party collection costs incurred by the association associated only with the assessments or any other charge that could provide the basis of foreclosure.
4. Any attorney's fees incurred by the association that are not the subject of subsection 3 of this section.
5. Any fines assessed by the association;
6. Any other amount owed to the association.

F. Default. A property owner currently enrolled in a payment plan with the Association will be declared in default if any monthly payment is more than ten (10) days late.

1. If a property owner is in default under a payment plan the Association reserves the right to apply any subsequent payment in any manner the Association deems reasonable.

2. A fine assessed by the association will be given the lowest priority in applying the payment.

G. Recording and Posting of Payment Plan Guidelines. These guidelines for the Association's alternative payment plan shall be recorded in the official real property records of Galveston County, Texas and posted on any website maintained by or on behalf of the Association in accordance with Texas Property Code § 207.006.

H. Amendment. These policies may be amended at any time by a majority vote of the board.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Partial Payment Plan of the Association was approved by the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Records of Real Property of Galveston County, Texas.

TO CERTIFY which witness my hand this 2 day of FEB, 2012.

Sandhill Shores Property Owners Association, Inc.

By: _____

Richard Devine, Secretary

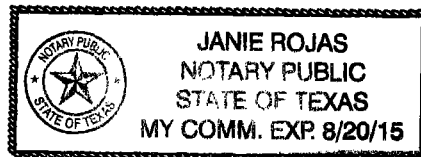
THE STATE OF TEXAS

COUNTY OF GALVESTON

BEFORE ME, the undersigned notary public, on this 2 day of Feb, 2012 personally appeared Richard Devine, Secretary of the Sandhill Shores Property Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Notary Public in and for the State of Texas

AFTER RECORDING PLEASE RETURN TO:
Chris Cahill
PO Box 1943
Galveston, TX 77553-1943



FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan

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February 08, 2012 03:49:46 PM

FEE: \$24.00

Dwight D. Sullivan, County Clerk
Galveston County, TEXAS