RIVER PLANTATION COMMUNITY IMPROVEMENT ASSOCIATION
REPAYMENT PLAN AND COLLECTION POLICY

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

WHEREAS River Plantation Community Improvement Association (hereinafter the "Association") is a Texas nonprofit corporation and the governing entity for the real property in Montgomery County, Texas, described and detailed on the Property Owners Association Management Certificate recorded in the Real Property Records of Montgomery County, Texas, under Document No. 2026007993, and as described and detailed on Exhibit "A" attached hereto, along with any other real property brought under the Association's jurisdiction (hereinafter the "Subdivision"); and,

WHEREAS the Association and Subdivision are subject to the restrictive covenants imposed by the respective Restrictions and Declarations thereto recorded in the Real Property Records of Montgomery County, Texas, as described and detailed on the Property Owners Association Management Certificate recorded in the Real Property Records of Montgomery County, Texas, under Document No. 2026007993, along with any amendments and supplements thereto (collectively hereinafter the "Declaration"); and,

WHEREAS the Declaration obligates the Subdivision's Owners to pay the Association assessments (referred to in the Declaration as the "Maintenance Charges"), and further provides that any such assessment is a charge on the Lot against which the assessment is levied and that such assessment is secured by a continuing lien in favor of the Association against the Lot upon which such assessment is levied; and,

WHEREAS the Association levies and collects assessments on a quarterly basis; and,

WHEREAS Section 209.0062 of the Texas Property Code requires that Texas property owners' associations adopt and record alternative payment schedule guidelines for assessments; and,

WHEREAS the Association desires to adopt a collection policy to provide uniform and definitive guidance to Owners who desire options for paying their delinquent balance to the Association; and,

WHEREAS this Repayment Plan and Collection Policy shall revoke and replace the any other previously-recorded governing document concerning the same subject matter; and,

WHEREAS this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code Section 202.001, et seq., and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, in view of the foregoing and as evidenced by the certification attached hereto, the Association hereby adopts and imposes on the Subdivision Repayment Plan and Collection Policy, as follows:

I. COLLECTION POLICY

(1) The Association's fiscal year begins June 30 of each calendar year. The Association's Board of Directors shall set the rate of the next fiscal year's total annual assessment no later than thirty (30) days prior to the beginning of the fiscal year. The annual assessment for any given fiscal year shall be levied through four quarterly charges, with one-fourth (1/4th) of the total annual assessment levied on the first day of each quarter (i.e., June 30; September 30; December 30; March 30) of the fiscal year. Each quarterly charge becomes delinquent if not paid in full within thirty (30) days of the date such quarterly charge is levied.

(2) In the event an Owner's payment is returned for insufficient funds or due to an Owner cancelling the payment, the Owner will be charged any and all bank charges incurred by the Association as a result, as well as any management company fees and costs incurred by the Association as a result.

(3) If an Owner becomes delinquent in the payment of one or more quarterly charges, the Association may (but is not required to) send a "courtesy letter" (hereinafter the "1st Letter") reminding the Owner to pay their delinquent balance within thirty (30) days.

(4) The Association shall not file a lien notice (as defined as any instrument recorded in the Real Property Records of Montgomery County, Texas, evidencing the Owner's delinquency and affecting title to Owner's real property) on a delinquent Owner's property until the Association has satisfied all requirements of Section 209.0094 of the Texas Property Code.

(5) No earlier than the expiration of thirty (30) days from the date of the 1st Letter, or in the event no 1st Letter is sent then no earlier than sixty (60) days from the date any assessment becomes due, the Association shall send any delinquent Owner a forty-five (45) day letter, via certified mail return receipt requested, and such letter shall conform to the requirements of Section 209.0064(b) of the Texas Property Code or its successor statute (hereinafter the "209 Letter"). The cost of the 209 Letter shall be charged to the recipient Owner's account. The 209 Letter shall state (among other information required by the Texas Property Code) the total amount due, and shall specify how much of such balance consists of assessments, interest, and costs of collection, respectively, and any other amounts that constitute the delinquent balance.

(6) The Association may, but is not obligated to, send additional notices on a uniform basis, prior to turning the matter over to its attorney or collection agent. The cost of such letters will be charged to the recipient Owner's account, along with postage costs.

(7) If an Owner does not pay the delinquent balance within the time frame required by the 209 Letter, and subject to the approval of the Association's board of directors, the Owner's account may be referred to the Association's attorneys or collection agent for collection.

(8) If an Owner is turned over to the Association's attorneys or collection agent for collections and fails to make full payment or enter into an approved repayment plan, the Association may, subject to the approval of the Association's board of directors, authorize a lawsuit against such Owner to foreclose against such Owner's Lot for the purpose of collecting the amounts owed to the Association.

(9) If an Owner files bankruptcy while a delinquent amount is due and owing to the Association, the Association may direct its attorneys or collection agent to file a proof of claim and otherwise proceed with lawful actions to recover the delinquent amount owed.

(10) All delinquent amounts due the Association shall be evidenced on any resale certificate requested for any property in the Subdivision. Failure to request a resale certificate and pay all amounts due upon any transfer of property in the Subdivision shall not affect the collectability or lien status of any such delinquent amounts.

(11) All notices and letters provided for in this policy, as well as all notices and invoices for the payment of assessments, will be provided to the Owner at the address appearing in the books and records of the Association, which shall be the address of the applicable property in the Subdivision, unless the Owner has provided written notice to the Association of an alternative address to send such notices. Owners are responsible for updating their address of record with the Association in the event of a change of address.

II. REPAYMENT PLAN POLICY

(1) Pursuant to Section 209.0062 of the Texas Property Code, and except as described and detailed herein, Owners receiving a delinquency notice by certified mail are automatically eligible to enter into a repayment plan for the purpose of curing their delinquent balance. 209 Letters shall inform delinquent Owners that they are entitled to, and shall inform Owners how to request, a repayment plan.

(2) Any eligible Owner wishing to exercise their right to a repayment plan under Section 209.0062 of the Texas Property Code must request such a repayment plan, ***in writing***, within the forty-five (45) day period identified in the 209 Letter. As noted above, 209 Letters shall inform delinquent Owners that they are entitled to, and shall inform Owners how to request, a repayment plan, and such information shall include instructions on how to request a repayment plan in writing.

(3) Any Owner requesting a repayment plan must include in Owner's written request the term of Owner's proposed repayment plan. The Association's board of directors will inform the Owner if the Owner's proposed repayment plan is approved within fourteen (14) days of Owner's submission of their request.

(a) The minimum term for such repayment plan shall be three (3) months.
(b) In no event shall the Association be required to consider or enter into any repayment plan extending more than eighteen (18) months from the date of the first payment called for under the proposed repayment plan.

(c) All repayment plans shall require monthly payments. All repayment plans longer than six (6) months shall require a down-payment.

(d) In the event an Owner's proposed repayment plan is not approved by the Association, the Association shall communicate an alternate repayment plan to such Owner, and such Owner will be given twenty-one (21) days to accept or decline such repayment plan. In the event such Owner does not reply within this period, then the board's alternate repayment plan shall be withdrawn, and the Association may continue collections.

(4) Upon request by an Owner, ***and except as outlined herein***, all Owners shall be automatically approved for a repayment plan wherein the Owner's entire balance owed will be paid off within twelve (12) months, through twelve (12) consecutive monthly installment payments.

(a) Certain Owners are **ineligible** for automatically approved repayment plans:

(i) Any Owner who failed to honor the terms of a previous repayment plan is ineligible to enter into a new repayment plan for two (2) years subsequent to Owner's breach of the terms of the previous repayment plan.

(ii) Any Owner who has entered into a repayment plan during the twelve (12) months preceding Owner's request for a payment plan is ineligible to enter into a repayment plan.

(iii) Any Owner who fails to request a repayment plan, in writing, within the forty-five (45) day period identified in the 209 Letter is ineligible to enter into a repayment plan under Section 209.0062 of the Texas Property Code subsequent to the expiration of that forty-five (45) day period.

(A) The Association's Board of Directors may consider, but is in no event obligated to accept, a repayment plan submitted by an Owner subsequent to the expiration of this forty-five (45) day period.

(5) The Association may charge an Owner for the reasonable costs associated with administering the repayment plan during the life of the repayment plan, and such amounts shall be included within the total balance to be paid through the repayment plan. Balances included within a repayment plan shall also include accumulated interest at a rate of eighteen percent (18%) per annum.

(6) Any repayment plan that will extend into future quarters of the fiscal year shall include the future quarterly charges, and such future quarterly charges must be paid by the due date for such quarterly charges as a condition of the repayment plan.

(7) In the event an Owner breaches a repayment plan, the Owner will be considered to be in default of the repayment plan and the repayment plan shall be terminated.

(a) An Owner may breach a repayment plan by:

(i) Failing to return a signed copy of the repayment plan as instructed;

(ii) Failing to make any payment on the scheduled date (including, but not limited to, making payment with a check that is returned for insufficient funds); or,

(iii) Failing to pay future amounts that come due to the Association by the due date if the repayment plan extends into a future quarter or quarters of the fiscal year.

(b) If an Owner defaults on any repayment plan, then the repayment plan is terminated and the Owner's entire delinquent balance shall be immediately due and owing. In such an event, the Association is under no obligation to provide the homeowner notice of the repayment plan's termination prior to proceeding with any collection action.

(8) On a case by case basis, the Association may agree, but has no obligation, to reinstate a voided repayment plan once during the original duration of the repayment plan, if all missed payments are made up at the time the Owner submits a written request for reinstatement.

III. PAYMENT APPLICATION

(1) Pursuant to Section 209.0063 of the Texas Property Code, payments from an Owner shall be applied to the Owner's debt in the following order of priority:

(a) any delinquent assessment;
(b) any current assessment;
(c) any reasonable attorney's fees or reasonable third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
(d) any other reasonable attorney's fees incurred by the Association;
(e) any reasonable fines assessed by the Association;
(f) any other reasonable amount owed to the Association.

CERTIFICATION

"I, the undersigned, being a Director of River Plantation Community Improvement Association, hereby certify that the foregoing was adopted by at least a majority of River Plantation Community Improvement Association's board of directors, at an open and properly noticed meeting of the board, at which a quorum of the board was present."

By: J Goodman, Director.

Print name: Jamie Goodman Date: 3-9-26

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that they are the person who signed the foregoing document in their representative capacity, and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 10th day of March, 2026.

Notary Public, State of Texas

CHRISTINE SALAZAR
Notary ID #134729490
My Commission Expires
January 24, 2028

EXHIBIT "A"

The Subdivision is recorded in the Plat Records of Montgomery County, Texas, as follows:

(a) River Plantation, Section 1, under Book 6, Page 0029 (replatted Book 6, Page 0051);

(b) River Plantation, Section 2, under Book 7, Page 0409;

(c) River Plantation, Section 3, under Book 7, Page 0435;

(d) River Plantation, Section 4, under Book 8, Page 0023;

(e) River Plantation, Section 4-A, under Book A, Page 0057 (replatted Book A, Page 0088);

(f) River Plantation, Section 5, under Book A, Page 001B (replatted at Book A, Page 025B);

(g) River Plantation, Section 7, under Book A, Page 0007;

(h) River Plantation, Section 8, under Book A, Page 0019;

(i) River Plantation, Section 9, under Book A, Page 087B;

(j) River Plantation, Section 10, under Book A, Page 0026;

(k) River Plantation, Section 11, under Book Z, Page 0130;

(l) River Plantation, Fairway Estates, under Book H, Page 018B;

(m) River Plantation, Fairway Village, under Book A, Page 0106 (replatted Book A, Page 0123);

(n) River Plantation, Plantation Village, under Book 8, Page 0043 (replatted at Book A, Page 0002 and Book A, Page 012B).

E-FILED FOR RECORD
03/13/2026 09:23AM

County Clerk,
Montgomery County, Texas

STATE OF TEXAS,
COUNTY OF MONTGOMERY
I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

03/13/2026

County Clerk,
Montgomery County, Texas