

CERTIFICATION

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned, pursuant to §202.006 of the Texas Property Code, do hereby certify, as follows:

(1) I am an agent for Remington Ranch Community Association, Inc., Inc. a Texas non-profit corporation;

(2) Instruments titled: **“Payment Plan Policy ”** and **“Collections Policy”**, are attached hereto;

(3) The property affected by the said Instruments is described as, to wit:

Remington Ranch, Sections 1-10 and 12-27, additions in Harris County, Texas, according to the maps or plats thereof, recorded in the Map Records of Harris County, Texas, under Clerk’s File Nos. Y605523, X605525, Y174108, X870267, X870347, Y086195, Y342318, Y791431, Y597684, Y610876, Z080569, Y610897, Y716477, Y610914, Y786624, Y948345, Y948353, Z207475, Z207476, Z395923, Z360337, Z360367, Z360373, 20060051256, 20060228556, and RP-2016-176660, respectively, along with any amendments, supplements and replats thereof

(4) The attached Instruments are true and correct copies of the originals.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 14th day of September, 2020.

By: [Signature]
Luke P. Tollett, Agent for
Remington Ranch Community Association, Inc., Inc.

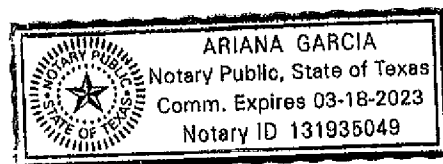
STATE OF TEXAS §
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BEFORE ME, the undersigned authority, on the day personally appeared the person whose name is subscribed to the foregoing document and declared that he signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 14th day of September, 2020.

[Signature]
Notary Public, State of Texas

E-RECORDED BY:
HOLT & YOUNG, P.C.
9821 Katy Freeway, Suite 350
Houston, Texas 77024



RP-2020-436962

**REMINGTON RANCH COMMUNITY ASSOCIATION
PAYMENT PLAN POLICY**

STATE OF TEXAS §
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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the Remington Ranch Community Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 ("Section 209.0062") thereto regarding alternative payment schedules for assessments ("Payment Plans"); and

WHEREAS, the Board of Directors ("Board") of the Association desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to property Owners.

NOW, THEREFORE, the Board has duly adopted the following *Payment Plan Policy*.

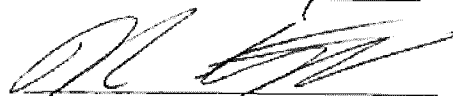
1. Owners are entitled to make partial payments for amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. An Owner is entitled to an approved Payment Plan through the management company, for each new annual assessment that comes due, up through the 30 day period provided by Section 209.0064 of the Texas Property Code. An Association may choose to provide a Payment Plan at any other time thereafter at the sole option of the Association.
3. Late fees, penalties and delinquent collection related fees associated with the payment plan balance will not be added to the Owner's account while the Payment Plan is active. The Association does not impose a fee for administering a Payment Plan. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan. Penalties and delinquent collection related fees associated with the balances outside of the payment plan balance may still accrue.
4. All Payment Plans must be in writing on the form provided by the Association.
5. The Payment Plan becomes effective and is designated as "active" upon:
 - a. Receipt of a fully completed and signed Payment Plan form; and
 - b. Receipt of the first payment under the plan; and
 - c. Acceptance by the Association as compliant with this Policy.
6. A Payment Plan may be as short as three (3) months and as long as nine (9) months based on the guidelines below. The durations listed below are provided as guidelines to assist Owners in submitting a Payment Plan.
 - a. Total balance up to \$900 ... up to six (6) months
 - b. Total balance of \$901 and higher ... up to nine (9) months
7. On a case-by-case basis, upon request of the Owner and concurrence of the Board, a Payment Plan greater than nine (9) months may be approved to assist the Owner.

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8. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
9. If an Owner requests a Payment Plan that will extend into the next assessment cycle, the Owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
10. A Payment Plan will be considered in default if the Owner:
 - a. Fails to return a signed Payment Plan form with the initial payment; or
 - b. Misses a payment due in a calendar month; or
 - c. Makes a payment for less than the agreed upon amount; or
 - d. Does not bring all payments current if the Association provides a courtesy notification of a missed payment or potential default; or
 - e. Fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.
11. If a Payment Plan is in default, the Association may, but is not obligated to, send a courtesy notice to the Owner that the Owner is not in compliance with the Payment Plan. The Association may apply a fee to the Owner's account for this Reminder Letter. If a Reminder Letter is sent, the Owner will be given an opportunity to bring all payments current to avoid having the Payment Plan voided.
12. If a Payment Plan remains in default, the Payment Plan will be voided and the Owner will be sent written notice of such. The Association may apply a fee to the Owner's account for this Void Letter.
13. If a Payment Plan is voided, the Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
14. The Association has no obligation to accept a Payment Plan from any Owner who has had a Payment Plan voided within the last two (2) years.
15. The Association has no obligation to accept a Payment Plan from any Owner who has entered into a Payment Plan within the last twelve (12) months.
16. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan if all missed payments are made up at the time the Owner submits a written request for reinstatement.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 1 day of July, 2020.



Nicholas Stigers
President
Remington Ranch Community Association

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STATE OF TEXAS §
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Before me, the undersigned authority, on this day personally appeared Nicholas Stigers, President of Remington Ranch Community Association a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 1 day of July, 2020.



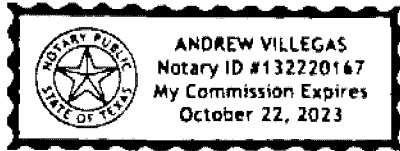
Notary Public, State of Texas

[Notarial Seal]

Andrew Villegas

Printed Name

My commission expires: October 22, 2023



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Remington Ranch Community Association, Inc.
COLLECTIONS POLICY


WHEREAS, the Remington Ranch Community Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, the Declarations provide for mandatory assessments to the owners in the Association ("Members") as well as certain penalties for non-payment; and

WHEREAS, the Association utilizes a management company ("Manager") and an attorney representing the Association ("Attorney") to carry out the process for levying and collecting assessments and fees at the direction of the Board of Directors of the Association ("Board"); and

WHEREAS, the Board desires to document and publish its uniform and consistent approach to collecting assessments and other fees owed to the Association by its Members.

NOW, THEREFORE, the Board has duly adopted the *Collections Policy* for the Association as described below as of this 1 day of JULY, 2020.



Name: Nicholas Stigers

Title: President

Remington Ranch Community Association

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- (1) **Establish Assessment.** The Association through its Board shall set the annual assessment by November 30th of each year.
 - (2) **Notice of Assessment.** At least thirty (30) days in advance of the due date, the Association shall mail to each Member a statement of the Member's account at the mailing address last provided in writing by the Member along with a copy of the operating budget for the upcoming year once approved by the Board. A Member may not escape liability or be entitled to a deferral of interest, fines or collection costs with regard to delinquent assessments on the basis of such Member's failure to receive notice if such notice was sent via regular mail and/or via certified mail to the most recent address of the Member according to the records of the Association. Each Member shall have the obligation to notify the Association in writing of any change in address which shall become effect five (5) business days after written notice has been received. See notes (a) and (e) below.
 - (3) **Due Date.** The annual assessment shall be due in full on January 1st. Any assessment or portion of assessment not paid by the 31st of January shall be considered overdue and be subject to interest at a rate of eighteen percent (18%) per annum or the maximum non-usurious rate allowed by law, whichever is less. Interest shall be applied on the last business day of each month calculated on the outstanding assessment and other interest-able balance.
 - (4) **Multi-Payment Option.** The Board may, but is not obligated to, offer a multi-payment option for the annual assessment whereby a Member could make multiple payments prior to the overdue date. If offered, each Member would be sent multiple coupons for installment payments. By way of example, a coupon would be provided to pay the full current assessment year balance by January 1st along with three coupons to paid 1/3 of the assessment on November 1st, December 1st and January 1st. The Member would

be able to take advantage of their preferred option without a need to establish a formal payment plan with the Association.

- (5) **Past Due Notice.** If the assessment is not paid by January 31st (or there is a default on a Payment Plan entered into prior to the Due Date Notice), an administrative fee of \$40 will be added to the Member's account in February or at such time that the account is delinquent. A Past Due Notice will be mailed to the Member via regular mail setting forth all assessment, interest and other amounts due, including any late fees that may be charged by the Association. Notice is provided of the next step in the collections process if payment is not received by the due date and that the Member is entitled to a Payment Plan as set forth in the Association's Payment Plan Policy.
- (6) **Final Notice.** If the assessment is not paid in full and no payment plan has been established by the end of February or the due date shown on the Past Due Notice (or there is a default on a Payment Plan entered into prior to the Final Notice), an administrative fee of \$60 will be added to the Member's account in March or when the account is sixty (60) days delinquent. A Final Notice and past due statement will be mailed to the Member with a due date of at least thirty (30) days. A demand letter will be included explaining the next step in the collections process if payment is not received by the due date. The Final Notice and past due statement are sent by certified mail to the Member's last known address as shown on the Association's records, as well as by any other method that the Board determines. The Final Notice will set forth the following information and the result of failure to pay, including an explanation of:
- a. Amounts Due: All delinquent assessments, interest and other amounts due, including any late fees that may be charged by the Association;
 - b. Options: If the Member has a right to a Payment Plan as set forth in the Association's Payment Plan Policy and the options the Member has to avoid having the account turned over to a collection agent or legal counsel;
 - c. Period to Cure: A period of at least thirty (30) days for the owner to cure the delinquency or establish a Payment Plan, if eligible, before further collection action is taken;
 - d. Hearing: Members shall be given notice and opportunity for a hearing before the Board;
 - e. Payment Plan: The Final Notice will contain a statement that the entire remaining unpaid balance of the assessment, including any previously imposed late fees, is due and that the Member is entitled to a Payment Plan as set forth in the Association's Payment Plan Policy;
 - f. Common Area Rights Suspension: If a hearing is not requested within thirty (30) days from the date the Final Notice is mailed to the owner and the total amount due is not paid, the Member's use of recreational facilities may be suspended; and
 - g. Military Notice: If the Member is serving on active military duty, the Owner may have special rights or relief to the enforcement action under federal law, including the Servicemembers' Civil Relief Act.
- (7) **Lien Affidavit.** If the assessment is not paid in full and no Payment Plan has been established within thirty (30) days of mailing of the certified letter from above, a Lien Claim Affidavit will be prepared and filed in the county public records listing the Member's name, the account balance, the property address and the property legal description. The document will be prepared and filed by an attorney under contract with Manager. A \$190 administrative fee will be added to the Member's account. This fee covers the expenses associated with both the lien and subsequent release.

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- (8) **Notification of Lien.** When the recorded Lien Claim Affidavit is returned from the county clerk's office, a copy of the document and a statement showing the total amount due will be mailed to the Member's last known address as shown on the Association records as well as by any other method that the Board determines with a cover letter stating the next step in the collections process if payment is not received by the due date.
- (9) **Attorney Recommendation.** If the assessment is not paid in full and no Payment Plan is established by the due date on the lien letter, Manager will make recommendations to the Board for turning accounts over to the Attorney for a demand letter.
- (10) **Attorney Letter.** For properties approved for an attorney demand letter, Manager verifies ownership through a public records search or title search. Once ownership is verified, a \$60 administrative fee is added to the Member's account and a package is prepared for the Attorney. Manager sends an account history and the title verification to the Attorney with a request that a demand letter be sent.
- (11) **Legal Procedures.** The Attorney will follow the steps of their normal collections procedure in compliance with all applicable laws. The Board will be asked to authorize action at two additional points in the collections process as needed. (1) To file a lawsuit, if necessary. (2) To proceed with post-judgment remedies, if necessary.
- (12) **Subsequent Delinquencies.** For the duration of time that further collection efforts are occurring through the Association's Attorney, any subsequent annual assessment that becomes delinquent is subject to normal administrative fees assessed as outlined herein. No statement beyond the annual assessment statement is required to be sent to the Member.

Notes

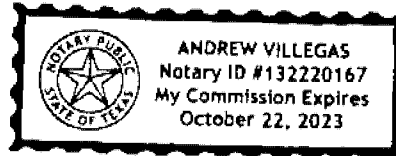
- (a) **Payment Method.** Payments by check or money order should be mailed directly to the Association's bank using the coupon provided with each statement. Alternatively, payments may be made online through www.ciaservices.com on the Association's bank's secure website by credit card or electronic check. A bank convenience fee may be charged for online payments. In addition, payments by check or money order are accepted at any office of the Manager. Cash is not accepted at any office of the Manager.
- (b) **Payment Receipt.** Postmark dates are not recorded or considered relevant. Members should allow for delivery time when making payments.
- (c) **Payment Plan.** All collection actions for the Payment Plan balance are halted when an approved Payment Plan is established and kept active. A Payment Plan becomes effective when the Member submits their signature on the Payment Plan Agreement obtained from Manager along with their first payment required under the plan. Interest continues to accrue on unpaid assessments while a Payment Plan is active. The establishment and maintenance of payment plans is described in detail in the Association's *Payment Plan Policy*. Please note that scheduling multiple payments via online payments or checks does not constitute an official payment plan with your association. You must contact the management company office to request an approved Payment Plan. Postdated checks are not permitted.
- (d) **Bankruptcy.** All delinquent collection actions are halted when a Member files bankruptcy. Once the Association receives official notice of the bankruptcy, a Proof of Claim is filed with the federal Bankruptcy Court as a secured creditor. While in bankruptcy, statements will not be sent to Member.

However, a notice will be sent to the Member announcing the next year's assessment once it is set by the Board. This notice is not an attempt to collect a debt.

- (e) **Resuming Collections.** If the regular collections process is placed on hold by a Payment Plan or interrupted by a change of ownership or other factor, the schedule described above may be adjusted on a particular account. The process may restart from the beginning, for example in the case of a change in ownership, or resume where it left off, for example in the case of a voided Payment Plan.
- (f) **Returned Payments.** A Member will be assessed a service fee for any payment that is returned or Automatic Clearing House (ACH) debit that is not paid for any reason, including but not limited to Non – Sufficient Funds (NSF) or stop payment order. The amount of the service fee assessed will be the customary amount charged.
- (g) **Change of Address.** It is the Member's responsibility to notify the Association of any change in the Member's mailing address. Although the Association may be notified of an address change based on a forwarding order provided by the U.S. Postal Service, such notice is not a guarantee and does not fulfill the Member's obligation to the Association.



7.1.2020



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Pages 9
09/16/2020 03:19 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
CHRIS HOLLINS
COUNTY CLERK
Fees \$46.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



COUNTY CLERK
HARRIS COUNTY, TEXAS

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