

ADDITIONAL DEDICATORY INSTRUMENTS
for
MARILYN ESTATES ASSOCIATION

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared **Richard B. Dittmore**, who, being by me first duly sworn, states on oath the following:

"My name is **Richard B. Dittmore**, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

"I am the attorney for MARILYN ESTATES ASSOCIATION. The following instrument, PAYMENT PLAN POLICY, is a true and correct copy of an unrecorded Dedicatory Instrument, as that term is defined by Section 202.001 of the Texas Property Code, pertaining to MARILYN ESTATES ASSOCIATION, and the property subject to the declaration recorded under Harris County Clerk's Document No. RP-2019-187169, as amended and/or supplemented.

DATED this 26 day of February, 2026.

MARILYN ESTATES ASSOCIATION

By: 
Richard B. Dittmore, Attorney

RP-2026-72641

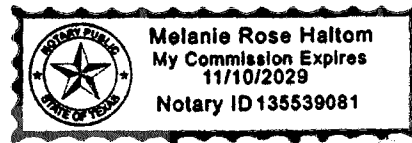
THE STATE OF TEXAS §

COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this the 26 day of February, 2026, by **Richard B. Dittmore**, attorney for MARILYN ESTATES ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording return to:
Katine Nechman McLaurin LLP
2000 Bering Drive #700
Houston, Texas 77057
713-808-1001



RP-2026-72641

MARILYN ESTATES ASSOCIATION
PAYMENT PLAN POLICY

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

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

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

1. Subject to Section 13 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties, and delinquent collection-related fees will not be added to the owner's account while the Payment Plan is active. The Executive Committee, on behalf of the Association, may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declaration. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association and signed by the owner.
4. 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.
5. A Payment Plan duration will consist of twelve (12) equal monthly payments unless alternative payment plan terms are approved by the Executive Committee on behalf of the Association. The minimum number of months shall be three and the maximum number of months shall be eighteen.

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6. Except if the owner is in default under a Payment Plan with the Association at the time the Association receives a payment from an owner, the payment will be applied to the owner's debt in the following order of priority:
 - a. Any delinquent assessment.
 - b. Any current assessment.
 - c. Any attorney's fees or third-party collection costs incurred by the Association solely with assessments or any other charge that could provide the basis for foreclosure.
 - d. Any attorney's fees incurred by the Association that are not subject to c. above.
 - e. Any fines assessed by the Association.
 - f. Any other amount owed to the Association.
7. On a case-by-case basis and upon request of the owner, the Executive Committee on behalf of the Board may approve more than one Payment Plan to be executed in sequence to assist the owner in paying the amount owed. The individual Payment Plans may not exceed eighteen (18) months.
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. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Executive Committee on behalf of the Association will provide written notice to the owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, 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 amount; or
 - d. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

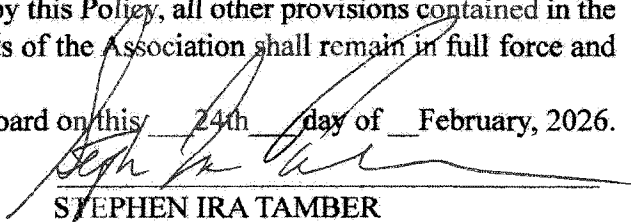
In the absolute discretion of the Executive Committee on behalf of the Association, the Association may waive default under item b, c, or d above if the owner makes up the missed or short payment on the immediate next calendar month payment. The Executive Committee on behalf of the Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.

11. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
12. If a Payment Plan is voided, the full amount due by the owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.

13. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

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 24th day of February, 2026.

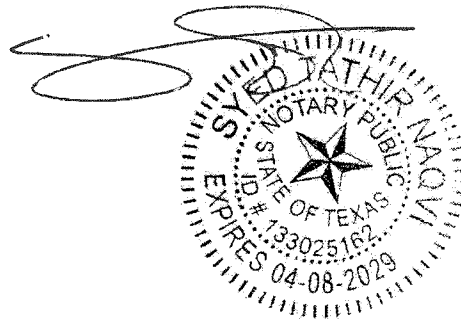


STEPHEN IRA TAMBER
PRESIDENT
MARILYN ESTATES ASSOCIATION

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared STEPHEN IRA TAMBER, PRESIDENT of MARILYN ESTATES 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 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 25th day of February, 2026.



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Pages 6
02/26/2026 01:45 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$41.00

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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