

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
FOX POINT CLUB
[Collection Policy]**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HUNT §

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR FOX POINT CLUB (this "Notice") is made this 22nd day of November, 2022, by Fox Point Club Lot Owners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, by instrument dated August 13, 1962, and filed of record in Volume 608, Page 5 of the Deed Records of Hunt County, Texas, ALPHA LAND INC. (Developer"), imposed restrictive covenants upon Fox Point Club, Section One, a subdivision out of the James Levins Survey in Hunt County, Texas, on the shores of Lake Tawakoni (the "Covenants"); and

WHEREAS, the Covenants were eventually applied by the Developer to all of the four sections of Fox Point Club so that all lots in Fox Point Club Subdivisions described in plats of record in Volume 400, Pages 122, 177A, 208 and 209 of the Plat records of Hunt County, Texas, are now subject thereto; and

WHEREAS, the Association extended the Covenants as amended and modified by an instrument entitled "Amendment and Extension of Restrictive Covenants Pertaining to Fox Point Club Lot Owners Association, Inc." dated December 30, 2014 and filed of record under Instrument No. 2014-15757 of the Deed Records of Hunt County, Texas; and

WHEREAS, the Association is the property owners association created by the Developer to manage and regulate the development; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

WHEREAS, the Association desires to record the dedicatory instrument attached hereto as **Exhibit "A,"** pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as **Exhibit "A"** is a true and correct copy of the original and is hereby filed of record in the Real Property Records of Hunt County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

**FOX POINT CLUB LOT OWNERS ASSOCIATION,
INC., a Texas non-profit corporation**

By: *[Signature]*

Printed Name: Gerald Fellows

Title: President

ACKNOWLEDGMENT

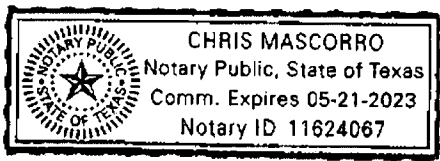
STATE OF TEXAS §
 §
COUNTY OF HUNT §

BEFORE ME, the undersigned authority, on this day personally appeared Gerald Fellows, the President of Fox Point Club Lot Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 22 day of November, 2022.

[Signature]
Notary Public, State of Texas

5-21-2023
My Commission Expires



G/Not.Ded/FoxPointClub-notice2022

Exhibit "A"

Collection Policy

COLLECTION POLICY

STATE OF TEXAS §
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COLLECTION POLICY

Fox Point Club Lot Owners Association, Inc.

WHEREAS, Fox Point Club Lot Owners Association, Inc. (the "Association") constitutes a property owners association under the provisions of Chapter 209 of the Texas Property Code (the "Code") and is composed of fifteen (15) or more lots; and WHEREAS, Section 202.006 of the Code requires the Association to adopt a collection policy that prescribes the policies and procedures for collection of assessments, fines, penalties, service charges, interest, attorney's fees and court costs by the Association against the member(s) of the Association (hereinafter referred to as "Member") in accordance with the terms of Section 209.005 of the Code; and

WHEREAS the Board of Directors of the Association (the "Board") desires to adopt such a collection policy as required under Section 202.006 of the Code; and

NOW, THEREFORE, the Board hereby adopts the Collection Policy (the "Policy"), as set forth below.

1. Assessments are annual and may be paid annually or quarterly. Annual payments are due January 1. Quarterly payments are due on January 1; April 1; July 1; and October 1.
2. Assessment payments will be considered delinquent if payment is not received by or before 90 days from the due date listed in Section 1.
3. All assessments past due more than ninety (90) days, unpaid fines and other amounts owed to the Association by any Owner which are not paid when due may accrue interest thereon as may be determined by and at the sole discretion of the Board of Directors of the Association at any time and from time to time and shall bear interest from the date due until paid at the rate of eighteen percent (18%) per annum, but not in excess of the maximum rate allowed by applicable law (the "Default Interest Rate").
4. If any assessment or any part thereof remains unpaid after ninety (90) days from the initial due date, a late charge may at the discretion of the Board, be assessed against the non-paying Owner's account for each quarter or any part thereof, any assessment remains unpaid, Should the assessment be payable in installments, the Association authorized to accelerate the entire assessment and demand immediate payment thereof. The late charge shall be in the amount of Twenty-five and No/100 Dollars (\$25.00) each quarter and shall be payable to the Association. The late fee shall be charged to the Owner's account.



5. The Association or its managing agent (if applicable) shall be entitled to charge an Owner a monthly collection fee in the amount of Fifteen and No/100 Dollars (\$15.00) for each month or any part thereof, any assessment remains unpaid to compensate managing agent for its administrative costs and efforts to collect and process the delinquent payment of Assessments. Additionally, as outlined in item number 7(c) below, the Association or its managing agent shall be entitled to additional compensation for every "180 Day Demand Letter" processed and sent to an Owner with a delinquent account. In the event the Association terminates its contract with the managing agent early, the Association shall be responsible for the payment of all collection fees and charges owed to the managing agent up to the date of termination of contract.
6. In the event the Association is charged by their bank a fee which is due to a payment being returned for insufficient funds or for any other reason, the Association shall charge the full amount of the bank fee to the Owner's account for reimbursement to the Association.
7. Should a delinquent Owner's account remain unpaid after one hundred eighty (180) days, reasonable efforts to collect the assessments owed shall be initiated by the Association or its managing agent (if applicable) as outlined below or as may be set forth in the contract of the Association and managing agent, if applicable. The outline provided is not meant to be inclusive of the collection efforts or processes which can or may be taken. Other collection processes may include actions such as credit reporting or third-party collections, the costs of which shall be charged to the Owner's account.

Reasonable Efforts may include the following:

- A. The Association or its managing agent (if applicable) shall send a minimum of one (1) notice. This notice shall be general in nature and may be a copy of account statement. The non-paying Owner shall have a minimum of ten (10) days to bring the account current. This notice shall be sent regular U.S. mail.
- B. If the non-paying Owner does not respond to the initial notice or pay the full amount due, the Association or its managing agent (if applicable) shall have the option to send a "Second Notice." The "Second Notice" shall include a Statement of Account and shall include sufficient wording alerting the Owner that failure to pay the amount due may result in the account being referred to the Association's attorney. The "Second Notice" shall give the non-paying Owner a minimum of ten (10) days to bring the account current. This notice shall be sent regular U.S. mail.
- C. If the non-paying Owner does not bring the account current after a first and/or second notice have been sent, the Association or its managing agent (if applicable) shall send a "180 Day Demand Letter," This notice shall be sent regular and certified mail by placing it for delivery with the U.S. Postal Service. The Association or its managing agent shall be entitled to a fee of Two Hundred and No/100 Dollars (\$200.00) for each "180 Day Demand Letter" processed to compensate the Association for its administrative costs and efforts. This fee shall be charged to the non-paying Owner's account. The criteria below must be met before sending a "180 Day Demand Letter.":
 1. The non-paying Owner's account must be a minimum of one hundred and eighty (180) days past due.
 2. No payment arrangements requested by the non-paying Owner.

8. After a "180 Day Demand Letter" has been sent and the non-paying Owner has failed to bring the account current, the Association or its managing agent (if applicable) shall review the account to determine if it meets the criteria for referral to the Association's attorney. The Association or managing agent shall have the authority to refer delinquent accounts to the Attorney for a "Attorney Demand Letter" and "Notice of Lien" or "Lien" without requiring the prior approval of the Board on accounts with a delinquent balance of \$500.00 or more it being the Intention of the Board of Directors on behalf of the Association that filling a lien on delinquent accounts for the purpose of securing payment of delinquent account shall be a routine part of the collection process set forth by the Association. The Board of Directors reserves the right to proceed with a "Notice of Lien" or "Lien" as outlined above without the assistance of the Association's attorney.

As part of the Association's or the Association's attorney's collection process, if the non-paying Owner falls to pay in full all Assessments and other charges due, the Association or its managing agent may cause a notice of the Association's Assessment Lien against the Owner to be publicly recorded. A copy of the notice lien will be sent to the defaulting Owner and may be sent to its Mortgagee. The Board of Directors may instruct an attorney, officer, or agent of the Association to notify the defaulting Owner of the Association's intent to foreclose its Assessment lien Nonjudicially, to post the Property for sale at a public auction, and to conduct a public auction of the Property in accordance with the Act, the Governing Documents, and all other requirements of state law. The Board of Directors may file suit against the defaulting Owner for Judicial foreclosure of the Association's Assessment Lien. This action may be combined with a claim against the Owner for recovery of a money judgment. NO FORCLOSURE PROCESS INCLUDING THE INITIAL NOTICE OF INTENT TO FORECLOSE SHALL BE SENT WITHOUT WRITTEN APPROVAL OF THE BOARD OF DIRECTORS WHICH MAY BE OBTAINED BY MAJORITY VOTE OF THE BOARD OR BY THE DESIGNATED BOARD MEMBER ASSIGNED TO THIS TASK, IF APPLICABLE. ALL SUCH APPROVALS SHALL BE IN WRITING AND SHALL BE MEMORIALIZED IN EXECUTIVE SESSION OF THE BOARD AND RECORDED IN THE MINUTES OF THE MEETING.

9. All late charges, collection fees, service charges and attorneys' fees assessed or incurred due to delinquent payment of Assessments shall be charged to an Owner's account which shall be part of the delinquent Assessment and shall be payable and secured in the manner as provided in the Association's governing documents and/ or under Texas Property Code 204.010.
10. The Association may file suit to recover any unpaid Assessment and, in addition to collecting such Assessment and interest thereon, may also recover all expenses reasonably expended in enforcing such obligation, including reasonable attorneys' fees and court costs.
11. The Association may but, is not obligated to waive any portion of charges and/or fees owed to the Association. All requests must be submitted in writing and presented to the Board or its managing agent (if applicable) for presentation to the Board, for the Board to make an informed decision, every request must include the reason for the waiver request and the specific amount of waiver requested. No request will be considered without this information provided.

These guidelines are supplementary and are in addition to all other covenants, conditions, restrictions, rules, or regulations in effect for the Association. The Board of Directors, in their sole discretion, and by Board Resolution, amends the policy and procedures herein set forth. Any such amendment shall require a majority vote of the Board.

This is to certify the foregoing Collections Policy was adopted by the Board of Directors in accordance with Section 209.0062 of the Texas Property Code. If any provisions of this collection policy conflicts with any provision of the laws of the State of Texas, the conflicting provision is null and void, but all other provisions of this policy remain in full force and effect.

CERTIFICATION

IN WITNESS WHEREOF, the undersigned, Gerald Fellows as duly elected, qualified, and acting President of Fox Point Club Lot Owners Association, Inc. a Texas nonprofit corporation, hereby certifies on behalf of the Association that this Collection Policy was duly adopted by the Board of Directors of the Association on October 31st, 2022, and shall take effect upon its recording in the Official Public Records of Hunt County, Texas.

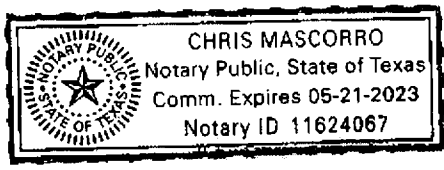
Fox Point Club Lot Owners Association, Inc, a Texas Nonprofit Corporation

Gerald Fellows
By: Gerald Fellows
President

STATE OF TEXAS §
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COUNTY OF HUNT §

This instrument was acknowledged before me on the 22 day of November 2022, by Gerald Fellows, President of Fox Point Club Lot Owners Association, Inc., a Texas nonprofit corporation.

Chris Mascorro
Notary Public



AFTER RECORDING, PLEASE RETURN TO:

FPLOA
PO Box 924
Quinlan, TX, 75474

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**THE STATE OF TEXAS
COUNTY OF HUNT**

I hereby certify that this instrument was FILED on the
date and time stamped heron by me and was duly
RECORDED in the Records of Hunt County, Texas

2022-27608

11/23/2022 10:35:42 AM



A handwritten signature in cursive script that reads "Becky Landrum".

Becky Landrum, County Clerk
Hunt, Texas