

Denton County
Juli Luke
County Clerk

Instrument Number: 54641

ERecordings-RP

MISCELLANEOUS

Recorded On: March 29, 2021 12:12 PM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$54.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Document Number: 54641
Receipt Number: 20210329000532
Recorded Date/Time: March 29, 2021 12:12 PM
User: Brandy F
Station: Station 41

Record and Return To:

Simplifile



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

FTER RECORDING, PLEASE RETURN TO:

**Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201**

**CERTIFICATE AND MEMORANDUM OF RECORDING OF
DEDICATORY INSTRUMENTS
FOR
OAKMONT WEST COUNTRY CLUB ESTATES
HOMEOWNERS ASSOCIATION**

**STATE OF TEXAS §
 §
COUNTY OF DENTON §**

The undersigned, as attorney for Oakmont West Country Club Estates Homeowners Association, for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instrument affecting the owners of property described on Exhibit B attached hereto (the “*Property*”), hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

- ***Collection Policy for Oakmont West Country Club Estates Homeowners Association (Exhibit A).***

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing dedicatory instrument. The attached dedicatory instrument replaces and supersedes all previously recorded dedicatory instruments addressing the same or similar subject matter and shall remain in force and effect until revoked, modified or amended by the Board of Directors.

IN WITNESS WHEREOF, Oakmont West Country Club Estates Homeowners Association has caused this Certificate and Memorandum of Recording of Dedicatory Instruments to be recorded in the Official Public Records of Denton County, Texas.

**OAKMONT WEST COUNTRY CLUB
ESTATES HOMEOWNERS
ASSOCIATION,
a Texas Non-Profit Corporation**



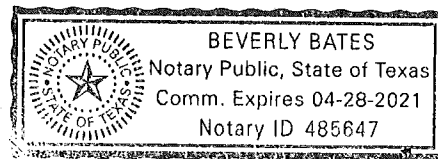
By: _____
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Oakmont West Country Club Estates Homeowners Association, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 29th day of March, 2021.



Notary Public, State of Texas



**COLLECTION POLICY
FOR
OAKMONT WEST COUNTRY CLUB ESTATES
HOMEOWNERS ASSOCIATION**

WHEREAS, Oakmont West Country Club Estates Homeowners Association's Board of Directors ("*Board*") hereby adopts this Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Articles of Incorporation, Bylaws, Declaration of Covenants, Conditions and Restrictions for Oakmont West Country Club Estates (collectively referred to as the "*Governing Documents*") on behalf of Oakmont West Country Club Estates Homeowners Association ("*Association*"). Terms used in this Collection Policy, but not defined, shall have the meaning subscribed to such term in the Declaration.

SECTION 1. DELINQUENCIES, LATE CHARGES AND INTEREST

- 1-A. Due Date. An Owner will timely and fully pay Assessments (as defined in the Declaration). Assessments are assessed or billed annually and are due on the first (1st) day of January of each year or in such other manner as the Board may designate in its sole and absolute discretion.
- 1-B. Delinquent. Any Assessment that is not fully paid by January 31 of each year is deemed delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full – including collection costs, interest, late fees, and attorneys' fees.
- 1-C. Late Fees, Collection Fees, & Interest. If the Association does not receive full payment of the Assessment by January 31 of each year, the Association may levy a late fee of \$25.00 per month (current rate) and/or interest at 10% per annum, but in no event to exceed the maximum rate allowed by the State of Texas, from the due date thereof until paid in full.
- 1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the charges and costs reasonably related to the collection of the sum due, including, without limitation, title reports, credit reports, certified mail, long distance calls, court costs, filing fees, third party collection fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- 1-E. Insufficient Funds. The Association may levy a charge of \$30.00 for any check returned to the Association marked "not sufficient funds" or any other reason.
- 1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a majority of the Board.

SECTION 2. INSTALLMENTS AND ACCELERATION

If an Assessment is payable in installments, and if an Owner defaults in the payment of any installment, the Association shall declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Monthly Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

SECTION 3. PAYMENTS

3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

- (1) Any delinquent individual assessments;
- (2) Any delinquent special assessments;
- (3) Any delinquent assessments;
- (4) Any current individual assessments;
- (5) Any current special assessments;
- (6) Any current assessments;
- (7) To the extent allowed by Section 209.008 of the Texas Property Code, as amended, any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charged that could provide the basis of foreclosure;
- (8) Any fines assessed by the Association; and
- (9) Any other amount owed to the Association.

3-B. Alternative Payment Schedule. Please refer to the Payment Plan Policy recorded on August 25, 2014, under Instrument No. 2014-85443 in the Official Public Records of Denton County, Texas.

3-C. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of direct online payment, check, cashier's check, or certified funds.

3-D. Partial or Conditioned Payment. The Association may refuse to accept partial payments (*i.e.*, less than the full amount due and payable) and payments to which the payor attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will

promptly return or refund the payment to the payer. A payment that is not returned or refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or continue pursuing its remedies for payment in full of all outstanding obligations.

- 3-E. Notice of Payment. If the Association receives full payment of a delinquency after recording a notice of assessment lien, the Association will cause a release of notice of assessment lien to be publicly recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and recording the release.

SECTION 4. MISCELLANEOUS

- 4-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's attorney or a debt collector.

- 4-B. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days or more, the Board shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following action unless otherwise directed by the Board:

- (1) Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within 30 days (unless such notice has previously been provided by the Association, then
- (2) Lien Notice: Preparation of the Lien Notice and Demand for Payment Letter and record a Notice of Unpaid Assessment Lien. If the account is not paid in full within 30 days, then
- (3) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose to Lender. If the account is not paid in full within 30 days, then
- (4) Enforcement of Lien: Preparation of legal documents to enforce the lien by judicial (Plaintiff's Original Petition) or non-judicial (Application for Expedited Foreclosure) means.
- (5) Foreclosure of Lien: Only upon specific approval by a majority of the Board.

- 4-C. Notice of Assessment or Unpaid Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner and may also be sent to the Owner's Mortgagee as required by the Governing Documents and/or State law.
- 4-D. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.
- In addition to or in lieu of the written notice of nonpayment referenced above, the Association must send to the Owner, by certified mail, return receipt requested, written notice in compliance with Texas Property Code Section 209.0064.
- 4-E. Independent Judgment. Notwithstanding the contents of this details Collection Policy, the officers, directors, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this Collection Policy.
- 4-F. Military Exemptions. Person(s) serving in the armed forces of the U.S. Military, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately as you may be afforded certain protections during active duty military service and for up to nine (9) month after the end of active duty military service.
- 4-G. Amendment of Policy. This Collection Policy may be amended from time to time by the Board.

IT IS RESOLVED, that this Collection Policy replaces and supersedes in all respects all conflicting provisions and terms as set forth in prior policies and resolutions with respect to the collection of assessments by the Association, and shall remain in force and effect until revoked, modified or amended by the Board.

IN WITNESS WHEREOF, the Board has caused this Collection Policy to be executed by its duly authorized representative as of the March 25, 2021.

**OAKMONT WEST COUNTRY CLUB
ESTATES HOMEOWNERS ASSOCIATION,
a Texas nonprofit corporation**

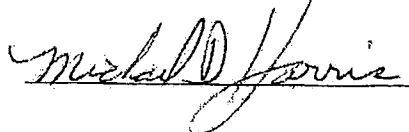
 , President

EXHIBIT B

Those tracts and parcels of real property located in the City of Denton, Denton County, Texas and more particularly described as follows:

- All property subject to the **Declaration of Covenants, Conditions and Restrictions for Oakmont West Country Club Estates, Denton County, Texas, Document Number 2002-R0063834 and/or Instrument No. 63834, Volume 5090, Page 01514, et seq., in the Official Public Records of Denton County, Texas, including amendments and supplements thereto; and**
- All property subject to the **Final Plat of WYNSTONE AT OAKMONT, PHASE I, Denton, Denton County Texas, according to the Plat thereof, recorded in Cabinet R, Page 233, 234 of the real property records of Denton County, Texas; and**
- All property subject to the **Final Plat of WYNSTONE AT OAKMONT, PHASE II, Denton, Denton County Texas, according to the Plat thereof, recorded in Cabinet S, Page 323, 323, of the real property records of Denton County, Texas; and**
- All property subject to the **Final Plat of WYNSTONE AT OAKMONT, PHASE III, Denton, Denton County Texas, according to the Plat thereof, recorded in Cabinet U, Page 680, 681, of the real property records of Denton County, Texas.**