

Rick Alvarado  
COUNTY CLERK



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INSTRUMENT NO. 00000076022  
FILED FOR RECORD ON : 5/18/21 2:34 PM  
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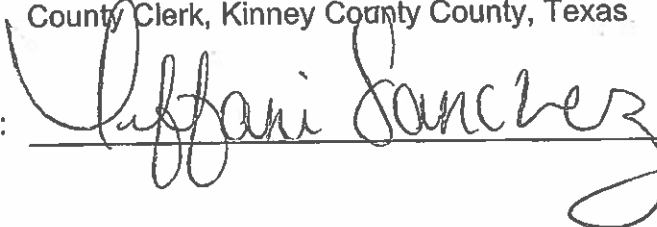
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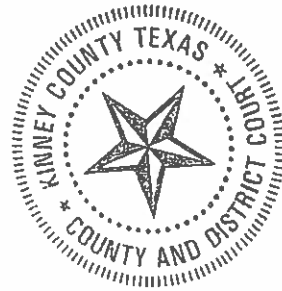
PICK UP

I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped here on by me and was duly RECORDED in the Official Public Records of Kinney County County, TX.

Rick Alvarado  
County Clerk, Kinney County County, Texas

BY:

  
Deputy



**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW**

COLLECTION POLICY  
*for*  
FORT CLARK SPRINGS ASSOCIATION, INC.

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THE STATE OF TEXAS     §  
  §  
COUNTY OF KINNEY     §

I, Travis A. Huey, President of Fort Clark Springs Association, Inc. ("Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors ("Board") of the Association, duly called and held on the 15<sup>th</sup> day of May, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Collection Policy was duly approved by a majority vote of the members of the Board.

**RECITALS:**

1. The Board enforces the provisions of the Declaration applicable to the Property to address the collection and processing of assessments and other charges due and owing to the Association.
2. The Board desires to adopt a Collection Policy consistent with the Association's Dedicatory Instruments (as defined below) and state law.

**WITNESSETH:**

It is the policy of the Association to enforce the provisions of the Dedicatory Instruments applicable to the Property regarding the collection of assessments in accordance with the following Collection Policy ("Policy"):

**Section 1. Definitions.** Capitalized terms used in this Policy have the following meanings:

- 1.1. **Assessment** - The Regular Assessment, Improved Residential Assessment, Common Property Assessment and other assessments including, but not limited to, Special Assessments, and any other charge(s) for which an Owner is responsible as provided for in the Declaration which is secured by the Association's lien and the collection which is governed by the Declaration and/or state law.

**1.2. Declaration** - shall mean the following:

a. Documents:

- (1) Revised Declaration of Protective Restrictions, Fort Clark Springs, recorded on March 29, 2017 under Clerk's File No. 00000071752 in the Official Public Records of Real Property of Kinney County, Texas, and any amendments and/or supplements thereto.

"Declaration" also includes any other applicable amendments, annexations or supplements not included in the list above and any future amendments, annexations or supplements.

**1.3. Dedicatory Instruments** - Each document governing the establishment, maintenance or operation of the properties within the Property, as more particularly defined in Section 202.001(1) of the Texas Property Code.

**1.4. Property** - shall mean the property described in Exhibit One attached to the Declaration.

"Property" shall also include any and all other subdivisions that have been annexed or will be annexed into or otherwise fall under the jurisdiction of the Association, if any, that are not included above.

Other capitalized terms used herein have the same meanings as that ascribed to them in the Declaration.

**Section 2. Due Date.** Each Regular Assessment shall be due by the first (1<sup>st</sup>) day of the month or such other date established by the Declaration or the Board. Each special assessment due date will vary depending on the vote approving same. All other assessments shall be due in the time period established by the Board if such date is not established in the Declaration.

**Section 3. Cost Recovery.** Each Assessment incurred in a collection action shall be secured by a continuing lien upon each Lot and shall be the personal obligation of the Owner. Unless otherwise prohibited by law or as otherwise provided by the Association's Dedicatory Instruments, all costs of collection, expenses, and fees charged to, or paid by, the Association collecting, or attempt to collect, Assessments shall be assessed against the Lot and shall also become the personal obligation of the Owner as and when incurred. Cost of collection shall include, but not be limited to, charges imposed by the Association for sending collection notices/letters, charges imposed by the Association's management company for sending collection notices/letters, attorney fees, legal expenses (postage, copies, filing fees, etc.), and charges or administrative costs/fees imposed by the Association's management company for monitoring delinquent accounts and/or turning over delinquent accounts to the Association's collection agent (including the Association's attorney).

**Section 4. Delinquency Processing.** The delinquent date for all Assessments will be thirty (30) days from the Due Date, unless otherwise stated in the Declaration or action approving same.

**Section 5. Notices.** All collection notices sent to the Owner below shall contain notice of the amount then due.

- 5.1. **Delinquent Notice(s).** The Association may, but is not required to, send one or more delinquent notices at a time to be determined by the Board before sending the Final Delinquent Notice described below.
- 5.2. **Final Delinquent Notice.** The Association shall, before turning a delinquent owner over to a collection agent (including the Association's attorney), send to the Owner a notice that complies with Section 209.0064 of the Texas Property Code. Additionally, if an Owner's use rights in the Common Property are to be suspended, the notice may include the provisions required by Section 209.006 of the Texas Property Code. The Association retains the right to send a letter that complies with Section 209.006 of the Texas Property Code regarding suspension of an Owner's Common Property use rights as a separate mailing.

**Section 6. Interest.** Unless otherwise provided by the Declaration, any Assessment not paid within thirty (30) days of the Due Date shall bear interest from the Due Date at the rate of ten percent (10%) per annum.

**Section 7. Late Charge.** A late charge of \$20.00 per month will be incurred on any Assessment that is not paid in full within thirty (30) days of the Due Date. Late charges are in addition to, not in lieu of, interest.

**Section 8. Payment Plan and Partial Payments.** All Owners will be offered a payment plan in accordance with Section 209.0062 of the Texas Property Code and the Association's Payment Plan Policy. All payment plans must be in writing on the form provided by the Association, and the Owner must accept and sign a payment plan. Partial payments that are accepted shall be posted in accordance with Section 209.0063 of the Texas Property Code. Any payment for less than the full amount due at the time payment is made shall not constitute waiver or forgiveness of the remaining balance. If an Owner enters into a payment plan per the Association's Payment Plan Policy, Owner is responsible for any and all administrative cost provided for in the Payment Plan Policy.

**Section 9. Dishonored Checks.** Checks dishonored by the bank (e.g., NSF checks) may (but are not required to) be re-deposited by the Association. Whether or not a dishonored check is re-deposited, a dishonored check will incur a dishonored check processing fee in the amount of \$25.00 to offset the additional processing involved and a dishonored check notice may (but is not required to) be sent requesting payment in full by cashier's check or money order. In the event a dishonored check notice is sent and the amount due is not paid in full within ten (10) days of the mailing of the dishonored check notice, the Association may initiate or continue collection activity. In addition to the dishonored check fee charged by the Association, any bank fee(s) or any other type of fee(s) charged to the Association because of the dishonored check shall be

charged against the Owner's account and the amount of the dishonored check shall be reposted to the Owner's account as allowed by law. An Owner shall be responsible for all charges and/or fees incurred by the Association as a result of a dishonored check.

**Section 10. Owner's Mailing Address.** It is the responsibility of each Owner of a Lot in the Property to provide the Owner's mailing address to the Association and to promptly notify the Association in the event the Owner's mailing address changes. In order to be effective, notice of the Owner's mailing address or a change of the Owner's mailing address must be mailed to the Association by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. It is the Owner's responsibility to maintain evidence of receipt by the Association of Owner's notice of address change. The Association may, at its discretion, accept a notification of a change in an Owner's mailing address sent by regular mail or e-mail, however, an Owner that disputes the mailing address listed in the Association's records must be able to prove that the Owner sent an address change notification by providing evidence of receipt by the Association of Owner's notice of address change that was sent by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. Unless the Association is otherwise notified in writing, the Owner's mailing address shall be deemed to be the address of the Owner's Lot in the Property or the last alternative mailing address provided to the Association by the Owner in writing. All notices to an Owner pursuant to this Policy shall be mailed to the Owner at the Owner's last known mailing address. If mail to an Owner is returned undelivered, or the Association otherwise reasonably determines that the last known mailing address of the Owner may not be valid, the Association has the right, but not the obligation, to conduct a title search or other searches for the purpose of attempting to either verify the Owner's current mailing address or obtain the Owner's current mailing address. Any costs incurred by the Association to verify an Owner's current mailing address or obtain an Owner's current mailing address shall be, to the extent permissible under the Association's Dedicatory Instruments and state law, charged to the Owner. The failure of an Owner to receive a notice(s) or to properly notify the Association of a change in an Owner's mailing address shall in no way waive or negate the Owner's obligation to pay any Assessment or charge(s) authorized by the Declaration or state law. The submission of a check or other form of payment to the Association which sets forth an alternative address does not constitute notice of a change of the Owner's mailing address.

**Section 11. Referral of Account to Credit Bureau(s).** In the event that an Owner does not either pay the balance due on the assessment account of Owner's Lot in full or enter into a payment plan for the amount due after receipt of a Final Delinquent Notice as described in Section 5.2 above, the Association may, but is not required to, refer or cause a delinquent account to be referred through the Association's management company to a national credit bureau(s) of its choosing. The decision to refer a delinquent account to a credit bureau(s) shall be at the sole and absolute discretion of the Board. The Board is not required to refer all delinquent accounts to a credit bureau(s) and retains the sole and absolute discretion to refer accounts to a credit bureau(s) on a case-by-case basis. The Association may, but is not required to, send a letter to an Owner informing the Owner that the Owner's delinquency has been or will be referred to a credit bureau(s).


**Section 12. Referral of Account to Association's Attorney.** The Association, the Board, an individual Board member, the Association's office staff if any, or the Association's management agent may, without further approval of or action needed by the Board other than the adoption of this Policy in the open session of a properly noticed Board meeting, refer any account to the Association's collection agent (including the Association's attorney) on which any portion of: (a) the current year's Assessment is delinquent; and/or (b) any portion of a previous year's Assessment is delinquent; and/or (c) any other charge(s) due and owing to the Association that is authorized in the Association's Dedicatory Instruments or by state law is delinquent. Upon referral of an account to the Association's collection agent (including the Association's attorney) for collection, the collection agent is authorized to, without further instruction from the Board, take whatever action is necessary to collect the amount due including, but not limited to, sending demand letters, filing a lawsuit against the delinquent Owner for a money judgment and/or a judicial foreclosure, instituting an expedited foreclosure action if authorized by the Declaration and/or state law, foreclosing on the Lot or any non-exempt assets of an Owner, and, in the event an Owner files bankruptcy, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

**Section 13. Required Action.** Nothing contained herein, not otherwise required by the Declaration or by law, shall require the Association to take any of the actions contained herein. The Association's Board of Directors shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis and proceed with collection activity as in its best judgment deems reasonable.

**Section 14.** This Policy replaces and supersedes any previous collection policy, if any, adopted by the Association.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Collection Policy was approved by at least a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Kinney County, Texas.

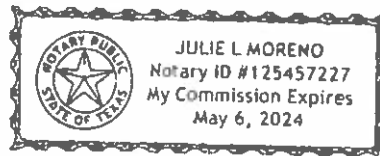
FORT CLARK SPRINGS ASSOCIATION, INC.

By:   
Printed: TRAVIS A. HUEY  
Its: President

THE STATE OF TEXAS     §  
  §  
COUNTY OF KINNEY     §

BEFORE ME, the undersigned notary public, on this 15<sup>th</sup> day of May, 2021, personally appeared Travis Huey as President of Fort Clark Springs Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

Julie L Moreno  
Notary Public in and for the State of Texas



0000076022

FILED FOR RECORD

STATE OF TEXAS

COUNTY OF KINNEY

AT 2:34 O'CLOCK P. M.  
ON THE 18th DAY OF May  
A.D., 20 21

I hereby certify that this instrument  
was FILED on the date and at the time  
stamped hereon by me and was duly  
RECORDED in the Official Public  
Records of KINNEY County, Texas

Honorable Rick Alvarado

COUNTY CLERK KINNEY COUNTY, TEXAS

BY

*Duffan Sanchez*  
DEPUTY



COUNTY CLERK  
KINNEY COUNTY,  
TEXAS

Cost of Recording: \$ 72.00

The 8 page of 8 number of pages.