

**SECOND AMENDMENT  
TO  
NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR  
LAKES OF COPPELL  
[Amended & Restated Assessment Collection Policy]**

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

**THIS SECOND AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR LAKES OF COPPELL** (this "Second Amendment") is made this 15 day of March, 2017, by the Lakes of Coppel Owners Association, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, on or about December 14, 1984, Triland Investment Group ("Declarant") recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for The Lakes of Coppel" at Volume 84244, Page 5412 *et seq.* of the Real Property Records of Dallas County, Texas, as amended or supplemented (the "Declaration"); 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 planned development is located; and

**WHEREAS**, on or about the 26<sup>th</sup> day of January, 2000, the Association filed a Notice of Filing of Dedicatory Instruments for Lakes of Coppel at Volume 2000017, Page 02233 *et seq.* of the Real Property Records, Dallas County, Texas (the "Notice"); and

**WHEREAS**, on or about the 13<sup>th</sup> day of June, 2000, the Association filed a Supplemental Notice of Filing of Dedicatory Instruments for Lakes of Coppel at Volume 2000115, Page 02344 *et seq.* of the Real Property Records, Dallas County, Texas (the "First Supplement"); and

**WHEREAS**, on or about the 28<sup>th</sup> day of September, 2004, the Association filed a First Amendment to Notice of Filing of Dedicatory Instruments for Lakes of Coppel at Volume 2004187, Page 01607 *et seq.* of the Real Property Records, Dallas County, Texas (the "First Amendment"); and

**WHEREAS**, on or about the 20<sup>th</sup> day of December, 2011, the Association filed a Second Supplement to Notice of Filing of Dedicatory Instruments for Lakes of Coppel as Document No. 201100330668 of the Real Property Records of Dallas County, Texas (the "Second Supplement"); and

**WHEREAS**, on or about the 10<sup>th</sup> day of March, 2014, the Association filed a Second Amendment to Notice of Filing of Dedicatory Instruments for Lakes of Coppell as Document No. 201400056724 of the Real Property Records of Dallas County, Texas (the "Second Amendment"); and

**WHEREAS**, on or about the 26<sup>th</sup> day of October, 2015, the Association filed a Third Supplement to Notice of Filing of Dedicatory Instruments for Lakes of Coppell as Document No. 201500285557 of the Real Property Records of Dallas County, Texas (the "Third Supplement"); and

**WHEREAS**, the Association desires to replace the Assessment Collection Policy recorded as Exhibit "A" to the First Amendment with the Amended and Restated Assessment Collection Policy attached hereto as **Exhibit "1."**

**NOW, THEREFORE**, the dedicatory instrument attached hereto as **Exhibit "1"** is a true and correct copy of the original and is hereby filed of record in the Real Property Records of Dallas County, Texas in accordance with the requirements of Section 202.006 of the Texas Property Code.

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

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LAKES OF COPPELL OWNERS ASSOCIATION,  
INC., a Texas non-profit corporation

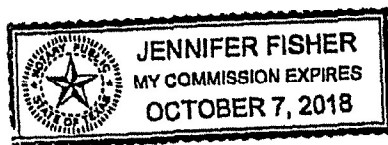
By: Bobby Finken  
Printed Name: Bobby Finken  
Title: VP

ACKNOWLEDGMENT

STATE OF TEXAS           §  
                                     §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared Bobby Finken, Vice President of Lakes of Coppell 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 15<sup>th</sup> day of March, 2017.



Jennifer Fisher  
Notary Public, State of Texas  
Oct. 7, 2018  
My Commission Expires

**Exhibit "1"**

Amended and Restated Assessment Collection Policy - 2017



# **LAKES OF COPPELL OWNERS ASSOCIATION, INC.**

## **AMENDED AND RESTATED ASSESSMENT COLLECTION POLICY**

**WHEREAS**, Lakes of Coppel Owners Association, Inc. (the "Association") has authority pursuant to Article IV of the Declaration of Covenants, Conditions and Restrictions for The Lakes of Coppel (the "Declaration") to levy assessments against Owners of Estates located within the Lakes of Coppel, a planned community located in Dallas County, Texas (the "Property"); and

**WHEREAS**, in order to facilitate the timely collection of assessments and other amounts owed by Owners, and in order to comply with the Declaration and state law regarding the collection of unpaid amounts, the Board desires to establish certain procedures for the collection of assessments that remain unpaid beyond the prescribed due dates.

**NOW, THEREFORE, IT IS RESOLVED** that the following procedures and practices are established for the collection of assessments owing and to become owing by Owners in the Development and the same are to be known as the "Assessment Collection Policy" (the "Policy") for the Association:

1. **Generally.** The steps and procedures contained in this Policy serve as a general outline of the Association's collection process. The Association is not bound to follow these exact procedures in every collection matter except as required by the Declaration and the laws that govern collection of assessments. The procedures below are not intended to constitute a prerequisite or condition precedent to the Association's legal ability to collect unpaid assessments and other amounts except as required by the Declaration or law.

2. **Delegation to Management.** To facilitate cost-effective and timely collection of all amounts owed by owners, including but not limited to assessments, dues, charges and/or related costs, the Association may delegate to management those duties determined by the Board in its sole discretion to be necessary to assist collection efforts.

3. **Ownership Interests.** As used herein, the term "Delinquent Owner" refers to that person who held title to an Estate on the date an assessment became due. As used herein, the term "Current Owner" refers to that person who then holds title to an Estate. Unless expressly denoted otherwise, the "Owner" of an Estate refers to the Delinquent Owner or the Current Owner or both, as may be appropriate under the circumstances in question.

4. **Due Dates.** Pursuant to Article IV of the Declaration, annual assessments may be paid annually, semi-annually, quarterly or monthly as determined by the Board of Directors. Currently, annual assessments are levied annually and are due on January 1 of each year. The due date for special assessments or special individual assessments is the date stated in the notice of assessment, or, if no date is stated, within thirty (30) days after the notice of the assessment is



given. The due date for any assessment shall be collectively referred to in this Policy as the "Due Date". Any assessment which is not paid in full within thirty (30) days after the Due Date is delinquent (the "Delinquency Date") and shall be assessed handling costs as well as late fees and interest as provided in Paragraphs 7, 8 and 9 below.

5. Written Notice of Delinquency. The Association and/or its managing agent may send various notification letters to a Delinquent Owner regarding a delinquency. Prior to sending a delinquent account to the Association's legal counsel for collection, the Association will send written notice of the delinquency to the Owner via certified mail, return receipt requested (the "Delinquency Notice"). The Delinquency Notice shall include the following information: (i) a statement of the total amount owed and a specification of each delinquent amount; (ii) a description of the options the Owner has to avoid having the account turned over to the Association's legal counsel, including the availability of a payment plan; and (iii) a statement that the Owner has a period of at least thirty (30) days to cure the delinquency before further collection action is taken.

6. Payment Plans. Section 209.0062 of the Texas Property Code requires that the Association adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments for delinquent amounts owed to the Association in certain circumstances. The Board has adopted and recorded an "Alternative Payment Plan Policy" (the "Guidelines") which governs payment plans and the Association will follow the policies and procedures contained therein.

7. Interest. In the event any assessment, or any portion thereof, is not paid in full within ten (10) days after the Delinquency Date, interest on the principal amount due may be assessed against the Owner at the rate of eighteen percent (18%) per annum, or the maximum legal rate of interest, whichever is less. Interest shall accrue from the Delinquency Date until paid. Such interest, as and when it accrues hereunder, will become part of the assessment upon which it has accrued and, as such, will be subject to recovery in the manner provided herein for assessments.

8. Handling Charges and Return Check Fees. In order to recoup for the Association and/or its managing agent the costs incurred because of the additional administrative expenses associated with collecting delinquent assessments, collection of the following fees and charges are part of this Policy:

a. Any handling charges, administrative fees, collection costs, postage or other expenses incurred by the Association or its managing agent in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment may become due and owing by the Delinquent Owner.

b. A charge of \$30.00 per item may become due and payable for any check tendered to the Association which is dishonored by the drawee of such check, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in

connection with collection of assessments owing with respect to such Owner's Estate.

c. Any fee or charge becoming due and payable pursuant to this Paragraph will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.

9. Application of Funds Received. All monies received by the Association will be applied to the Owner's delinquency in the following order of priority: (1) any delinquent assessment; (2) any current assessment; (3) any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure; (4) any attorney's fees incurred by the Association that do not fall within category (3); (5) any fines assessed by the Association; and lastly (6) any other amount owed to the Association.

10. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner of an Estate for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the Owner and address for a given Estate, will be valid and effective for all purposes pursuant to the Declaration and this Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both.

11. Notification of Owner's Representative. Where the interests of an Owner in an Estate have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interests in an Estate have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such representative or agent.

12. Remedies and Legal Actions. If an Owner fails to cure the delinquency within the thirty (30) day period stated in the Delinquency Notice (as provided for above), the Association may, at its discretion and when it chooses, refer the delinquency to legal counsel for the Association. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the Owner's assessment obligation and may be collected as such as provided herein.

At the direction of Management and/or the Board, legal counsel for the Association may pursue any and all available legal remedies with regard to the delinquencies referred to it including, but not limited to, the following:

a. Notice Letter. As the initial correspondence to a Delinquent Owner, counsel will send a notice letter (the "Notice Letter") to the Owner advising the Owner of the

Association's claim for all outstanding assessments and related charges, adding to the charges the attorney's fees and costs incurred for counsel's services.

b. Notice of Lien. If an Owner fails to cure the delinquency indicated in the Notice Letter, upon being requested to do so by the Board and/or Management, counsel may prepare and record in the Real Property Records of Dallas County, a written notice of lien (referred to as the "Notice of Lien") against the Estate. A copy of the Notice of Lien will be sent to the Owner, together with an additional demand for payment in full of all amounts then outstanding.

c. Foreclosure. In the event that the Owner fails to cure the delinquency, the Board may direct legal counsel to pursue foreclosure of the lien. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees.

i. Expedited Foreclosure Pursuant to Rules 735 & 736 of the Texas Rules of Civil Procedure. The Board may decide to foreclose its lien by exercising its power of sale granted by the Declaration. In such event, counsel may commence an expedited foreclosure lawsuit under Rules 735 and 736 of the Texas Rules of Civil Procedure ("Expedited Foreclosure"). Upon receipt from the Court of an order authorizing foreclosure of the Estate, counsel may post the Estate for foreclosure at an upcoming foreclosure sale. The Association shall have the power to bid on the Owner's Estate and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association may institute a personal judgment suit against the former Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

ii. Judicial Foreclosure. The Association may file suit for judicial foreclosure ("Judicial Foreclosure") of the assessment lien, which suit may also seek a personal money judgment. Upon receipt from the Court of an order foreclosing the Association's assessment lien against the Estate, the sheriff or constable may post the Estate for sheriff's sale. The Association shall have the power to bid on the Owner's Estate and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

d. Lienholder Notification. In pursuing Expedited Foreclosure or Judicial Foreclosure, the Association shall provide the 61-day notice letter to lienholders pursuant to Section 209.0091 of the Texas Property Code.

e. Lawsuit for Money Judgment. The Association may file suit for a money judgment in any court of competent jurisdiction, including small claims court.

f. Bankruptcy. Upon notification of a petition in bankruptcy, the Association may refer the account to legal counsel.

g. Remedies Not Exclusive. All rights and remedies provided in this Policy and hereinabove are cumulative and not exclusive of any other rights or remedies that may be available to the Association, whether provided by law, equity, the Association's governing documents or otherwise.

13. Lock Boxes. The Association may establish a lock box for the receipt of assessment payments. Payments made to the lock box are deposited in the Association's bank account without regard to communications or other notices enclosed with or stated on the payment. Any notice or communication (including, without limitation, a dispute of the debt) enclosed with or stated on the payment to the lock box will be ineffective and not binding on the Association. Any dispute of an assessment or related charge, any proposed tender of an amount less than the entire amount claimed to be due which is intended to satisfy the Owner's debt in full, or any change in the identity, status or address of an Owner, must be in writing, sent to and received by Management at the address listed on the Association's most recent management certificate.

14. Compromise of Assessment Obligations. In order to expedite the handling of collection of delinquent assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any assessment, interest, late fee, handling charge, collection cost, legal fee or any other applicable charge. The Association may, at its option, notify the Internal Revenue Service of the waiver or forgiveness of any assessment obligation.

15. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Policy conflicts with the Declaration, the Declaration controls.

**IT IS FURTHER RESOLVED** that this Policy replaces and supersedes in all respects all prior policies and resolutions with respect to the collection of assessments by the Association and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on March 15, 2017, and has not been modified, rescinded or revoked.

DATE: 3-15-2017

[Signature]  
Secretary

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**Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
03/16/2017 04:47:45 PM  
\$62.00  
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