



SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
SHILOH LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

The undersigned, being the authorized representative of Shiloh Lake Estates Homeowners Association, Inc. ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby supplements the "Affidavit in Compliance with Section 202.006 of Title 11 of the Texas Property Code", "Supplemental Notice of Dedicatory Instruments for Shiloh Lake Estates Homeowners Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Shiloh Lake Estates Homeowners Association, Inc." and "Supplemental Notice of Dedicatory Instruments for Shiloh Lake Estates Homeowners Association, Inc.", recorded in the Official Public Records of Real Property of Fort Bend County, Texas under Clerk's File Nos. 1999111266, 2014141302, 2015001376 and 2017080348, respectively (collectively the "Notice") filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association.

- **Collection Policy for Shiloh Lake Estates Homeowners Association, Inc.**

A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Fort Bend County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copy of the Dedicatory Instrument attached to this Supplemental Notice is a true and correct copy of the original.

Executed on this 28th day of June, 2019.

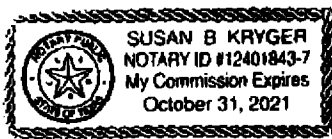
**SHILOH LAKE ESTATES HOMEOWNERS
ASSOCIATION, INC.**

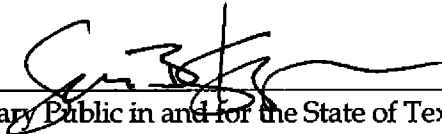
By: _____

[Signature]
Cliff Davis, authorized representative

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 28th day of June, 2019 personally appeared Cliff Davis, authorized representative of Shiloh Lake Estates Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.





Notary Public in and for the State of Texas

COLLECTION POLICY
for
SHILOH LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
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 COUNTY OF FORT BEND §

I, William Fuller, ~~Secretary~~ ^{President} of Shiloh Lake Estates Homeowners Association, Inc. ("Association"), do hereby certify that at a meeting of the Board of Directors ("Board") of the Association duly called and held on the 8th day of May, 2019, 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 that term is defined in Texas Property Code Section 202.001(1)] 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 Annual Assessment and other assessments including, but not limited to, Special Assessments, Lake Lot 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.
- 1.2. Declaration** - shall mean the following:

a. Documents:

- (1) Declaration of Covenants, Conditions and Restrictions for Shiloh Lake Estates Section One.
- (2) First Amendment to Shiloh Lake Estates Section One and Shiloh Lake Estates - Section Two Supplemental Amendment and Annexation Agreement.
- (3) Amendment to Declaration of Covenants, Conditions and for Shiloh Lake Estates Sections One and Two.
- (4) Amendment to Declaration of Covenants, Conditions and Restrictions for Shiloh Lake Estates, Sections One and Two.
- (5) Supplemental Declaration and Annexation to Declaration of Covenants, Conditions and Restrictions for Additional Annexed Property into Shiloh Lake Estates.
- (6) First Amended and Restated Supplemental Declaration and Annexation to Declaration of Covenants, Conditions and Restrictions for Additional Annexed Property into Shiloh Lake Estates.

b. Recording Information:

- (1) Fort Bend County Clerk's File No. 9615146.
- (2) Fort Bend County Clerk's File No. 9656403.
- (3) Fort Bend County Clerk's File No. 9844553.
- (4) Fort Bend County Clerk's File No. 2014138583.
- (5) Fort Bend County Clerk's File No. 2015024007.
- (6) Fort Bend County Clerk's File No. 2015035744.

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 following:

- Shiloh Lake Estates, Section One (1), a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded under Slide No. 1421B of the Plat Records of Fort Bend County, Texas, and all amendments to or replats of said maps or plats, if any.
- Shiloh Lake Estates, Section Two (2), a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded under Slide No. 1516A of the Plat Records of Fort Bend County, Texas, and all amendments to or replats of said maps or plats, if any.

- Real property described in Exhibits A, B and C in the document referenced above under Paragraphs 1.2(a)(6) and 1.2(b)(6).

“Property” shall also include any and all other subdivisions and property(s) that have been annexed or will be annexed into or otherwise fall under the jurisdiction of the Association.

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

Section 2. Due Date. Each Annual Assessment shall be due by the first (1st) day of January or such other date established by the Declaration or the Board. Each Special Assessment due date will vary depending on membership 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. As provided in the Declaration, each Assessment, together with interest, costs of collection add reasonable attorney fees shall be secured by a continuing lien upon each Lot and shall be the personal obligation of the Owner. Unless otherwise prohibited by law, 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 Area 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 Area 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. 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. 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. In the event that 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 8. 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 shall 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 9. 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.

Section 10. Referral of Account to Association's Attorney. The Association 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) 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 applicable Dedicatory Instrument 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 to collect a judgment obtained by the Association 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 11. 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 12. This Policy replaces and supersedes any previous collection policy, if any, adopted by the Association.

President

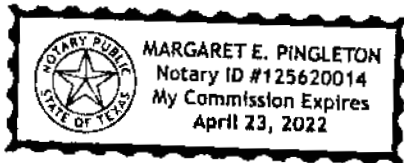
I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Collection Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording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

SHILOH LAKE ESTATES HOMEOWNERS
ASSOCIATION, INC.

By: William Fuller
Printed: William Fuller
Its: Secretary President

THE STATE OF TEXAS §
COUNTY OF Harris §

BEFORE ME, the undersigned notary public, on this 27 day of June, 2019,
personally appeared William Fuller, ^{President}~~Secretary~~ of Shiloh Lake Estates
Homeowners 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.



Margaret E. Pingleton
Notary Public in and for the State of Texas