



201700047644

CONDOMINIUM 1/10

THE NOX CONDOMINIUMS DEED RESTRICTION ENFORCEMENT,

COLLECTION AND SCHEDULE OF FINES POLICY

The condominium encumbered by this deed Restriction Enforcement, Collection and Schedule of Fines Policy (the "Policy") is that condominium initially restricted by the Condominium Declaration for THE NOX OWNERS ASSOCIATION Condominium (A Condominium), recorded in Dallas County. All capitalized terms are defined a set out in the Declaration unless otherwise noted herein.

"Owner" shall mean a person, firm, corporation, partnership association or other legal entity, or any combination thereof, who owns one or more Condominium units.

Pursuant to Texas Property Code Chapter 82, section 82.102, the Board of Directors (hereinafter the "Board") of the Association is vested with the authority to impose reasonable fines against Unit Owners for Violations of the Declarations, By-laws for Delano Owners Association (A Condominium) (the "Bylaws") Chapter 82 of the Texas Property Coode ("TUCA") and/or any other policy and/or rules implemented by the Association (collectively the "Dedictory Instruments"). Owners shall be responsible all violations caused by the tenants and/or occupants of its unit.

In addition to the aforementioned authority, the Board of the Association in an effort to provide Unit Owners with a better understanding of the process of deed restriction enforcement, assessment collection and fine amounts has duly adopted this Policy. Please review the Policy to become familiar with the type of enforcement action that may be taken.

Owners will be given a reasonable time to cure violations. The time period given to correct violations will generally be ten (10) days. However, the time period given may vary in relation to the difficulty, planning and expense associated with rectifying the violation which shall be determined in the sole discretion of the Board. Additionally, the Board may take into consideration the health, safety and welfare of the community when determining the time period to cure such violation. If an Owner is unable to correct the violation within the time specified, a written request for an extension must be submitted to the Board.

In the event of a conflict between this policy and the declaration, the Declaration shall control. In the event of conflict between this policy and the Bylaws, the Bylaws shall control. In the event of a conflict between this Policy and the Rules, this Policy shall control.

ARTICLE 1: CONDOMINIUM ASSOCIATION: ENFORCEMENT POLICY

1. COURTESY LETTER:

Upon verification of a violation, a Courtesy letter may be sent to the Owner stating a description of the deed restriction violation and requesting that the Owner cure the violation within a stated time period.

2. VIOLATION LETTER:

After the expiration of the time period stated in the Courtesy letter, or upon the next inspection, if the violation has not been corrected, a Violation Letter may be sent to the Owner and/or tenant either via regular U.S. mail postage prepaid, overnight delivery by a private courier, hand delivery, via email or facsimile transmission. Depending on the severity of the violation and/or the history of the previous violations on the Owners Unit, this may be the first letter sent as determined in the sole and absolute discretion of the board. The Violation letter will state:

- (a) A description of the deed restriction violation(s)
- (b) The action required to correct the violation(s)
- (c) The time by which the violation must be corrected
- (d) That if the violation(s) is not corrected within the time allowed, or if there is a subsequent violation of the same restriction, or any other restriction set forth in the declaration, that a fine may be imposed.

3. DEMAND LETTER:

If the violation(s) is not corrected within the time allowed, or if there is a subsequent violation of the same restriction, or any other restriction set forth in the declaration, a demand letter will be sent to the Owner and/or Tenant. This letter will be sent postage prepaid, via U.S. mail and certified mail, return receipt requested. This may be the first letter sent depending on the severity of the violation, and/or the history of the previous violations on the Owner's unit, as determined in the sole and absolute discretion of the board. This letter will state:

- (a) A description of the deed restriction violation(s)
- (b) The action required to correct the violation(s)
- (c) That the matter may be turned over to the associations legal counsel and that charges for legal fees will be incurred which will also be added to the Owner's assessment account, and shall constitute a lien on the property.
- (d) The proposed sanction or fine to be imposed
- (e) That a reasonable period of time will be given, to be determined in the sole discretion of the Board, to cure the violation and avoid the fine, unless notice and opportunity to cure similar violation was given within the previous six (6) months.
- (f) That a hearing before the Board or designated committee may be requested in writing on or before the 30th day after the date the Owner received the notice.
- (g) That if the hearing is held before a designated committee, there will be a right to appeal the decision of that committee to the Board upon written notice to the Board

- (h) A hearing shall be granted if a written request for a hearing is received not more than thirty (30) days after the Owners receipt of Demand letter. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by the Board or by the Owner, it must be granted for a period of not more than ten (10) days. Any additional postponements may be granted by agreement of the parties
 - (i) Evidence may be produced or a written statement may be sent in advance of the hearing, containing any evidence that the Owner wishes to be considered.
4. After an affirmative decision by the Board, or after the expiration of the written notice, the Board may impose fines in accordance with Article 9. . If the Violation is a subsequent violation of one that has occurred within the previous twelve (12) months, no period of time to cure is necessary.
 5. Any fine imposed shall first be addressed against the occupant (if applicable). However, if the fine is not paid by the occupant within the time period required, the fine shall be posted to the Owner's Assessment account and the owner shall pay the fine upon notice from the Board.
 6. If the Association exercises the right to enter a unit to enforce the condominium Documents, the Owner may be personally liable for the cost of such work and will reimburse the Association for the costs incurred plus fifty (50%) percent of such costs for overhead and supervision, which shall be payable immediately upon the receipt of the corresponding statement. Payment of such charges shall be secured by the lien created in the Declaration and Texas Property Code Section 82.113. Interest at the rate of eighteen (18%) per annum or the maximum, non-usurious rate, whichever is less, shall be given to accrue over such sum on the thirtieth (30th) day after a written invoice is delivered to the Owner.
 7. If the violation is the type that is causing danger or nuisance to the condominium community and time is of essence, as determined in the sole and absolute discretion of the Board, the Board may immediately turn the matter over to legal counsel for pursuit of injunctive relief.
 8. The Board is authorized to impose lesser fines or no fine at all for violation(s) of the Dedicatory Instruments as determined by the Board and its sole and absolute discretion
 9. Nothing contained herein, not otherwise required by the Declaration, shall receive the Board to take any of the specific actions contained herein. The Board shall have the right, but not the obligation, to evaluate each violation on a case-by-case basis as it, in its best judgement, deems reasonable.

ARTICLE II: THE COLLECTION POLICY

1. NOTICE:

A. Regular Monthly Assessments.

Per the terms of the Declaration, the authority to set, determine, assess, and collect the regular assessment ("Monthly Assessment"), and the authority to exercise remedies for the nonpayment thereof, is delegated and assigned to the Association.

B. Special Assessment.

The Association may levy a special assessment ("Special Assessment") from time to time to meet these needs or requirements of the Association and for any purpose as allowed under the Declaration.

2. DUE DATE:

A. Monthly Assessments.

The monthly assessment shall be paid monthly and shall be due on the first (1st) day of each month.

B. Special Assessment.

Any special assessment shall be payable in the matter determined by the Board, but shall not be due less than ten (10) days prior to the notice of the special assessment.

C. Delinquency.

If any Assessment or other sum due to the Association is not paid in full and received by the Association by 5:00pm on the fifteenth (15th) of each month, then such Assessment will become delinquent.

D. Notice of Sums Owning.

Upon written request of an owner, the Association shall provide to such owner, a written statement setting out the then-current total of all charges owed by the Owner with respect to his and/or, her unit. The Association shall be entitled to charge the owner a reasonable fee for such statement.

E. Disputed Charges.

Charges disputed by an Owner shall be verified by the Association and are considered delinquent until such time as they are paid in full or the dispute is resolved.

3. INTEREST

If a monthly Assessment or Special Assessment is deemed delinquent, the Association shall have the right to charge interest on the amount due at the designated Interest Rate from the due date until the date the sum is paid after sixty (60) days delinquent. The Designated Interest rate means ten (10% percent per annum or the maximum, non-usurious rate allowed by law, whichever is less, from the date originally due until paid.

4. LATE CHARGE:

The Board may impose a minimum monthly late charge of thirty-five dollars (\$35.00) on any delinquent Monthly Assessment or Special Assessment. The Monthly late charge shall be in addition to interest.

5. SERVICE CHARGE:

An Owner will be assessed a service charge for any check that is returned or Automatic Clearing House (ACH) debit that is not paid for any reason, including but not limited to Non-sufficient funds (NSF) or stop payment order. The amount of the service charge assessed will be the customary amount charged.

6. DELINQUENCY NOTIFICATION:

The Association may cause to be sent the following notification(s) to delinquent owners:

A. Past Due Notice:

In the event that an Assessment account balance remains unpaid thirty (30) days from the due date, a Past Due notice may be sent, but is not required to be sent, via regular mail to each owner with a delinquent account setting forth all Assessments, interest, and other amounts due.

B. Final Notice:

In the event that an Assessment account balance remains unpaid, a First/Final notice may be sent via certified mail to each delinquent owner. A charge of twenty (\$20.00) or higher will be added to each delinquent Owner's account balance for administrative and postage costs. The First/Final notice will set forth the following information and results of failure to pay, including an explanation of:

1. Amounts Due: All delinquent Assessments, interest and other amounts due;
2. Hearing: When required by law, the Owners shall be given a notice of opportunity for a hearing before the Board. When required by law, a hearing shall be granted if a written request for a hearing is received by the Association not more than thirty (30) days from the Owner's receipt of the Final Notice;
3. Common Area Use Suspension: Subject a notice and a right to a hearing, if required by law, the Owners use of Common Areas may be suspended;
4. Voting Rights Suspended: Subject a notice and a right to a hearing if, required by law, the board may suspend an Owner's rights to vote; and
5. Attorney's Fees: Explanation of the delinquency account will be turned over to legal counsel for collection and that the Association will incur reasonable attorney's fees, for which reimbursement from the Owner will be sought.

C. Delinquency Notice Recorded:

The Association may execute and record a document setting forth as to any unit, the amount of delinquent sums due to the Association at the time such document is executed, and that a lien exists to secure payment thereof.

7. APPLICATION OF PAYMENTS:

All payments received shall be applied in the following order: - costs, attorney fees, fines, interest and delinquent Assessments (as to each category, payment shall be applied to the most aged charge first). The acceptance of a partial payment on an Owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on said owner's account.

8. REFERRAL OF ACCOUNT TO ASSOCIATION ATTORNEY:

Upon referral of the account to the Association attorney, the attorney is authorized to take whatsoever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a lawsuit of the delinquent Owner for a money judgement, instituting a judicial and/or non-judicial foreclosure action; and filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Associations interests.

9. ATTORNEY PROCESS:

Unless contrary instructions are given by the Board or advised by the Association attorney, the following letters or actions will be taken upon referral, to the Association attorney, of a delinquent Owner not under bankruptcy protection:

- A. Initial Demand letter – allowing an Owner thirty (30) days to pay the delinquency or dispute the debt pursuant to applicable law.
- B. Final Demand Letter – allowing a final thirty (30) days to pay the delinquency, if the delinquent amount is not paid after the Initial demand letter
- C. Non-judicial Foreclosure Sale - if the delinquent account is not paid after the Notice of Non-Judicial Foreclosure letter.
- D. Alternatively, if instructed by the Board, judicial foreclosure and/or pursuit of any other legal remedy available to the Association will be commended.
- E. After obtaining a judgement a post-judgement remedies will be considered on a case by case basis to be determined in the sole discretion of the Board.

10. BANKRUPTCIES:

Upon receipt of any notice of a bankruptcy of an Owner, the account shall be turned over to the Association's attorney so that the Associations interests may be protected.

11. WAIVER/MODIFICATION OF POLICY:

The Board in its sole discretion may grant a waiver of any provision or otherwise modify any of the procedure contained herein upon a petition of an Owner showing a personal hardship or just cause. Granting a waiver, or modifying the procedure contained herein by

the Association, shall not be relied on by an Owner, or any person or entity, as a precedent in requesting or assuming waivers or modifications as to any other Owner or matter. Action by the Board in granting or denying a waiver or modifications is a decision based expressly on one unique set of circumstances and need not be duplicated for any other request by an Owner, or the same Owner for any reason whatsoever.

12. REQUIRED ACTION:

Nothing contained herein, not otherwise required by the Declaration, shall require the Association to take any of the specific actions contained herein. The Board of the Association shall have the right, but not the obligation, to evaluate each delinquency on a case by case basis and take action in its best judgement it deems reasonable.

RULES AND REGULATIONS: THE SCHEDULE OF FINES

After a notice and opportunity to be heard has been given to the Owner, the Association, acting through the Board, is authorized to impose fines according to the following schedule for violations of any provisions of the Dedicatory Instruments of the Association.

FINES FOR VIOLATIONS OF THE NOX DEDICATORY INSTRUMENTS NOT AFFECTING THE USE AND ENJOYMENT OF OWNERS

First Violation:	\$50.00
Second Violation:	\$75.00
Subsequent Violations:	\$100

FINES FOR VIOLATIONS OF THE NOX OWNERS ASSOCIATION CONDOMINIUMS DEDICATORY INSTRUMENTS OTHER THAN THE RULES AFFECTING THE USE AND ENJOYMENT OF OWNERS

For violations of The Nox Owners Association Condominiums Dedicatory Instruments affecting the use and enjoyment of Owners the Board may set the amount of the fine as it reasonable relates to the violation of The Nox 2 Dedicatory Instruments and the number of Owners affected by the violation.

The Association through the Board, is authorized to impose lesser fines or no fine at all, for violations of the dedicatory Instruments, as determined by the Board in its sole and absolute discretion.

Fines against an Owner will be assessed under the Owners unit. The Owner will be responsible for the actions of all residents, guests and invitees of the Owner and any fines against such residents, guests and invitees will also be assessed against the Owner's unit and shall constitute a lien on the Owner's unit.

**CERTIFICATE &
ACKNOWLEDGEMENT**

of

The Nox Owners Association

The foregoing Bylaws of The Nox Owners Association were adopted for the benefit of The Nox Owners Association by Declarant and by the Declarant-appointed Board of Directors of The Nox Owners Association, and that these Bylaws are one of the initial Governing Documents of The Nox Owners Association.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 14 day of Feb. 2016 ~~2017~~ 14

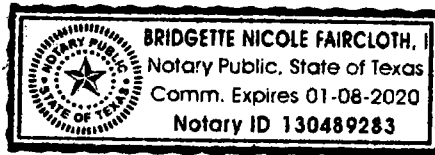
The Nox Owners Association

By: [Signature]
JDMB Delano, LLC Representative

STATE OF TEXAS

COUNTY OF DALLAS

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BEFORE ME, on this day personally appeared Theodore Colon, the Manager of The Nox Owners Association known by 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 herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 14 day of Feb. 2016 ~~2017~~ 14

[Signature]
Notary Public – State of Texas

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
02/16/2017 11:46:22 AM
\$58.00



A handwritten signature in black ink, appearing to be "JFW", is written over the seal.

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