

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2014-28607

Recorded As : ERX-MEMORANDUM

Recorded On: April 02, 2014
Recorded At: 10:49:50 am
Number of Pages: 15

Recording Fee: \$82.00

Parties:

Direct- HOMEOWNERS ASSOCIATION OF FRIS
Indirect-

Receipt Number: 1148310
Processed By: Dwayne Kitzmiller

***** 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.



THE 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.

Cynthia Mitchell

County Clerk
Denton County, Texas

AFTER RECORDING, PLEASE RETURN TO:

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

**FIFTH SUPPLEMENTAL CERTIFICATE AND MEMORANDUM OF
RECORDING OF DEDICATORY INSTRUMENTS FOR
HOMEOWNERS ASSOCIATION OF FRISCO RANCH, INC.**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

The undersigned, as attorney for Homeowners Association of Frisco Ranch, Inc., 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 Exhibits “A-1”, “A-2”, and “A-3” attached hereto (collectively, the “*Property*”), hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

- ***The Homeowners Association of Frisco Ranch, Inc. -
Assessment Collection Policy (Exhibit “B”).***

All persons or entities holding an interest in and to any portion of Property are subject to the foregoing dedicatory instrument until amended by the Board of Directors.

IN WITNESS WHEREOF, Homeowners Association of Frisco Ranch, Inc. has caused this Fifth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed in the Office of the Denton County Clerk and supplements that certain Certificate and Memorandum of Recording of Association Documents for the Homeowners Association of Frisco Ranch, Inc., filed

on May 27, 2005, and recorded as Instrument No. 2005-63494 in the Real Property Records of Denton County, Texas, that certain First Supplemental Certificate and Memorandum of Recording of Association Documents for the Homeowners Association of Frisco Ranch, Inc., filed on July 7, 2005, and recorded as Instrument No. 2005-82266 in the Real Property Records of Denton County, Texas; that certain Second Supplemental Certificate and Memorandum of Recording of Association Documents for the Homeowners Association of Frisco Ranch, Inc., filed on January 26, 2006, and recorded as Instrument No. 2006-89489 in the Real Property Records of Denton County, Texas; that certain Third Supplemental Certificate and Memorandum of Recording of Association Documents for the Homeowners Association of Frisco Ranch, Inc., filed on February 13, 2006, and recorded as Instrument No. 2006-16940 in the Real Property Records of Denton County, Texas; and that certain Fourth Supplemental Certificate and Memorandum of Recording of Association Documents for the Homeowners Association of Frisco Ranch, Inc., filed on July 31, 2007, and recorded as Instrument No. 2007-90791 in the Real Property Records of Denton County, Texas.

**HOMEOWNERS ASSOCIATION
OF FRISCO RANCH, INC.**

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 Homeowners Association of Frisco Ranch, Inc., 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 1st day of April, 2014.


Notary Public, State of Texas

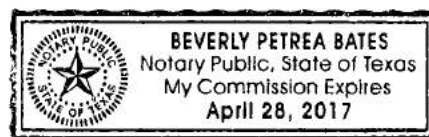


EXHIBIT A-1

THE PROPERTY

All those certain lots, tracts or parcels of land as being situated in the Frisco Ranch Phase 1a, according to that certain plat thereof filed on April 30, 2003 as Document No. 2003-R0064657 with the Office of the Denton County Clerk and recorded in Cabinet "U", Pages 972-973 of the Plat Records of Denton County, Texas.

STATE OF TEXAS
COUNTY OF DENTON

OWNER'S CERTIFICATE

Whereas PMR/WHM Ltd., is the owner of a tract of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 917, Denton County, Texas, and being part of that called 63.65 acres tract of land conveyed by 176 Doe Creek Partners, L.P., a Texas Limited Partnership to PMR/WHM, Ltd., a Texas Limited Partnership as recorded in Volume 5080, Page 2348 and County Clerk's File No. 02-R0057569, Deed Records, Denton County, Texas, and also being a part of that called 40.18 acres tract of land as described to PMR/WHM, Ltd., recorded in County Clerk's File No. 2003-R0089636, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the most easterly south corner of Frisco Ranch, Phase 1A, an addition to Denton County, Texas according to the map records, recorded in Cabinet U, Page 972, Map Records, Denton County, Texas, and being a point on the westerly line of Farm-to-Market Highway No. 423 (variable width right-of-way);

THENCE along the westerly line of said F.M. 423, a distance of 1093.81 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the southeast corner of said PMR/WHM 40.18 acres tract and also being a point on the easterly line of the remainder tract as described to 176 Doe Creek Partners, recorded in Volume 4728, Page 494, and County, Clerk's File No. 2000-R0115392, Deed Records, Denton County, Texas;

THENCE along the south boundary line of said PMR/WHM 40.18 acres tract and a north line of said 176 Doe Creek remainder tract the following courses:

North 64°44'00" West, a distance of 195.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

South 25°16'00" West, a distance of 83.02 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the right;

Thence along said tangent curve to the right having a central angle of 90°34'08" a radius of 475.00 feet and a chord bearing South 23°45'32" West, for 7.48 feet and an arc distance of 7.48 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

North 61°44'02" West, a distance of 105.09 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

South 30°06'16" West, a distance of 134.07 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

North 82°44'41" West, a distance of 118.88 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

North 85°02'45" West, a distance of 134.26 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

North 00°19'23" East, a distance of 274.85 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

South 89°40'37" East, a distance of 60.98 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

North 16°35'50" West, a distance of 159.33 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

North 33°30'40" West, a distance of 99.83 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

North 59°19'22" West, a distance 90.13 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

North 89°07'57" West, a distance of 296.26 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 00°19'23" East, leaving the south line said PMR/WHM 40.18 acres tract and a north line of said 176 Doe Creek tract, a distance of 51.01 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a tangent curve to the left;

THENCE along said tangent curve to the left having a central angle of $90^{\circ}32'40''$ a radius of 5025.00 feet and a chord bearing North $00^{\circ}35'43''$ East, for 47.73 feet and an arc distance of 47.73 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

THENCE North $00^{\circ}52'03''$ East, a distance of 76.24 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South $89^{\circ}07'57''$ East, a distance of 86.10 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North $00^{\circ}52'03''$ East, a distance of 124.18 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North $36^{\circ}46'41''$ West, a distance of 170.87 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North $40^{\circ}24'51''$ West, a distance of 30.14 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a non-tangent curve to the left, at a point on the north line of said PMR/WHM 40.18 acres tract and a point on a south line of said 176 Doe Creek remainder tract;

THENCE along the north boundary line of said PMR/WHM 40.18 acres tract and a south line of said 176 Doe Creek remainder tract the following courses:

Thence along said non-tangent curve to the left having a central angle of $03^{\circ}59'56''$ a radius of 125.00 feet and a chord bearing North $52^{\circ}40'48''$ East, for 8.72 feet and an arc distance of 8.72 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end of said curve;

North $50^{\circ}40'51''$ East a distance of 406.30 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

South $39^{\circ}19'09''$ East a distance of 36.50 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

North $50^{\circ}40'51''$ East a distance of 127.69 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the most north corner of said PMR/WHM 40.18 acres tract;

South $34^{\circ}26'17''$ East a distance of 133.63 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

South $43^{\circ}05'03''$ East a distance of 179.52 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

South $39^{\circ}18'38''$ East a distance of 202.42 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

North $30^{\circ}20'23''$ East a distance of 349.08 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner at a point on the south line of said Frisco Ranch Phase 1A;

THENCE along the south line of said Frisco Ranch Phase 1A the following courses;

South $59^{\circ}39'37''$ East, a distance of 329.33 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

South $64^{\circ}44'00''$ East, a distance of 160.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner at a point on the east right-of-way line of Pine Drive (50-foot right-of-way);

North $25^{\circ}16'00''$ East, along the east line of said Pine Drive, a distance of 27.48 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

South $64^{\circ}44'00''$ East, a distance of 145.00 feet to the POINT OF BEGINNING and containing 1,235,009 square feet or 28.352 acres of land, more or less.

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DENTON

Whereas PMR/WHM Ltd., is the owner of a tract of land situated in the M.E.P. & P.R.E. Co. Survey, Abstract No. 917, Denton County, Texas, and being part of that called 63.65 acres tract of land conveyed by 176 Doe Creek Partners, L.P., a Texas Limited Partnership to PMR/WHM, Ltd., a Texas Limited Partnership as recorded in Volume 5080, Page 2348 and County Clerk's File No. 02-R0057569, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron pipe found for the northwest corner of said PMR/WHM 63.65 acres tract, and being a point on the east line of a tract of land as described to Gary B. Davis, recorded in Volume 962, Page 512, Deed Records, Denton County, Texas, and also being the southwest corner of a tract of land as described to North West Ranch, Ltd., recorded in County Clerk's File No. 94-R0001352, Deed Records, Denton County, Texas;

THENCE South 89°52'39" East, along the north line of said PMR/WHM 63.65 acres tract and the south line of said North West Ranch tract, a distance of 1225.11 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner, said rod being the northwest corner of Frisco Ranch, Phase 1A, an addition to Denton County, Texas, recorded in Cabinet U, Page 972, Map Records, Denton County, Texas;

THENCE along the west and south boundary line of said Frisco Ranch, Phase 1A addition the following courses:

South 50°27'55" West, a distance of 274.82 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner at a point on the north line of a 100-foot Brazos Electric Power Cooperative Easement, recorded in Volume 1015, Page 643, Deed Records, Denton County, Texas;

South 59°39'37" East, along the north line of said electric easement, a distance of 108.21 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the beginning of a non-tangent curve to the left;

Thence along said non-tangent curve to the left having a central angle of 16°07'56" a radius of 325.00 feet and a chord bearing South 38°34'21" West, for 91.21 feet and an arc distance of 91.51 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the end said curve;

South 30°20'23" West, a distance of 9.76 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner at a point on the south line of said electric easement;

North 59°39'37" West, along the south line of said electric easement, a distance of 210.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner at a point on the south line of said electric easement;

South 30°20'23" West, a distance of 103.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner at a point on the north right-of-way line of Eaglemont Drive (50-foot right-of-way);

North 59°39'37" West, along the north line of said Eaglemont Drive, a distance of 8.40 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

South 30°20'23" West, a distance of 155.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

South 59°39'37" East, a distance of 218.40 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

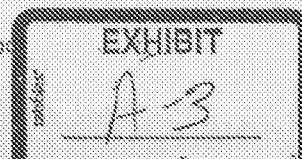
South 30°20'23" West, a distance of 155.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner at the west intersection of Little Ann Drive (50-foot right-of-way) and Logan Springs Drive (50-foot right-of-way);

South 59°39'37" East, along the south line of said Little Ann Drive, a distance of 313.16 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

South 30°20'23" West, a distance of 103.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

South 59°39'37" East, a distance of 207.48 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

F:\mailboxes\BSCASTA\LAND\FRISCO RANCH\legal descriptions\PH2B-LEGAL.doc



South 30°20'23" West, a distance of 155.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner at a point on the south line of Crystal Lake Drive (50-foot right-of-way);

South 59°39'37" East, along the south line of said Little Ann Drive, a distance of 65.31 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

South 30°20'23" West, a distance of 112.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

South 59°39'37" East, a distance of 38.99 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 34°33'44" West, a distance of 58.66 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 30°20'23" West, a distance of 198.21 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner at a point on the south line of said FMR/WHM 63.65 acres tract;

THENCE along the south line of said FMR/WHM 40.18 acres tract and a north line of the 176 Doe Creek remainder tract the following courses:

North 21°19'59" West, a distance of 131.34 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

North 40°41'47" West, a distance of 183.76 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

North 31°55'38" West, a distance of 178.56 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

North 51°37'02" West, a distance of 181.44 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

North 51°38'30" West, a distance of 224.16 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

North 27°19'10" West, a distance of 201.76 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

North 52°10'04" West, a distance of 111.61 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

North 89°27'10" West, a distance of 294.28 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for southwest corner of said FMR/WHM 63.65 acres tract and a point on the north line of said 176 Doe Creek tract, and also being the southeast corner of aforementioned Gary B. Davis tract;

THENCE North 06°12'54" East, along the east line of said Davis tract, a distance of 611.70 feet to the POINT OF BEGINNING and containing 931,408 square feet or 21.382 acres of land, more or less.

THE HOMEOWNERS ASSOCIATION OF FRISCO RANCH, INC.**ASSESSMENT COLLECTION POLICY**

WHEREAS, as provided in Article X of the Declaration of Covenants, Conditions and Restrictions for Frisco Ranch (the “*Declaration*”), each Owner of a Lot is obligated to pay annual, acquisition, special, and individual assessments to The Homeowners Association of Frisco Ranch, Inc. (the “*Association*”); and

WHEREAS, all sums assessed against any Lot pursuant to the Declaration, together with costs of collection, reasonable attorney’s fees, late charges and interest, are secured by a continuing lien on such Lot in favor of the Association as provided in Article X of the Declaration; and

WHEREAS, pursuant to the Declaration and Bylaws of the Association, the Board has the right to enforce the provisions of the Declaration including, without limitation, the right to assess and collect assessments from Owners.

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, known as the “*Assessment Collection Policy*”, to be followed by the Association in the discharge of its responsibilities regarding collection of assessments against Lots:

1. Ownership Interests. Pursuant to Article V of the Declaration, the person who is the Owner of a Lot at the time the assessment became due is personally liable for the payment of that assessment. As used herein, the term “*Delinquent Owner*” refers to that person who held title to a Lot on the date an assessment became due. As used herein, the term “*Current Owner*” refers to that person who holds title to a Lot on any relevant due date, delinquency date or collection action referenced herein. Unless expressly denoted otherwise, the “*Owner*” of a Lot refers to the Delinquent Owner or the Current Owner or both, as may be appropriate under the circumstances in question.

2. Due Dates. The annual assessment is payable in advance and is fully due and payable on January 1st of each year (the “*Due Date*”). Any other assessments shall be due as determined by the Board of Directors.

Any annual assessment or portion thereof which is not paid within thirty (30) days following the Due Date shall be considered delinquent (the “*Delinquency Date*”).

3. Required Notices and Correspondence.

Late Notice. Within thirty (30) days following Delinquency Date, the Association will send a reminder (referred to as the “*Late Notice*”) to the Owner reminding the Owner that an assessment(s) is past due and requesting immediate payment.

Default Letter. No sooner than thirty (30) days following the date of the Late Notice, the Association will send written notice (referred to as the “*Default Letter*”) to the Owner making formal demand for immediate payment of all outstanding amounts. The Default Letter will be sent via certified mail, return receipt requested, and first-class United States mail, and will include the following information:

- a. The Default Letter will specify each delinquent amount (the unpaid assessments, interest, costs of collection and the handling charges) incurred.
- b. The Default Letter will also specify the total amount of the payment required to make the account current.
- c. The Default Letter will describe the options the Owner has to avoid having the account turned over to a collection agent, including information regarding the availability of a payment plan through the Association.
- d. The Default Letter will inform the Owner that: (i) if the delinquency is not cured in full, including all accrued interest and other charges then owing, within thirty (30) days of the date of the Default Letter, or (ii) if the Owner has not entered into a payment plan with the Association, within thirty (30) days of the date of the Default Letter, the delinquency may be referred to the legal counsel for the Association for further collection action, including the possibility of seeking foreclosure of the assessment lien, and that once such referral has occurred the Owner will then become additionally liable for all legal fees and related costs incurred.

4. Late Charges. Pursuant to Article X, Section 10.11 of the Declaration, any assessment not paid by the Delinquency Date shall incur a late charge as may be determined by the Board. The Board may, in its sole discretion, waive the collection of any late charge; provided, however, that the waiver of any late charge shall not constitute a waiver of the Board’s right to collect any future assessments or late charges. The late charge is \$25.00 a month for any assessment not paid by the Delinquency Date.

5. Handling Charges and Return Check Fees. In order to recoup for the Association the costs of collection incurred because of the additional administrative expenses associated with collecting delinquent assessments, collection of the following fees and charges are part of the Assessment Collection and Payment Plan Policy:

- a. Any handling charges, administrative fees, postage or other expenses incurred by the Association in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner.
- b. A charge of \$25.00 per item, along with all bank charges, will 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 Lot.

- c. Any fee or charge becoming due and payable pursuant to this Paragraph 5 will be deemed a costs of collection and 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.

6. Application of Funds Received. Except as otherwise allowed by law, all monies received by the Association, regardless of whether an Owner has placed a restrictive notation on the check or other form of payment, or in correspondence accompanying the payment, will be applied to amounts outstanding to the extent of and in the following order:

- a. First, to any delinquent assessment;
- b. Next, to any current assessment;
- c. Next, to 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;
- d. Next, to any attorney's fees incurred by the association that are not subject to Subsection "c." above;
- e. Next, to any fines assessed by the Association; and
- f. Last, to any other amount owed to the Association.

7. 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 a Lot 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 Lot, will be valid and effective for all purposes pursuant to the Declaration, the Bylaws and this Assessment Collection and Payment Plan Policy until such time as there is actual receipt by the Association of written notification of any change in the identity or status of such Owner or its address or both.

8. Notification of Owner's Representative. Where the interests of an Owner in a Lot 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 a Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Assessment Collection Policy will be deemed full and effective for all purposes if given to such representative or agent.

9. Referral to Debt Collection Agency. If the delinquency is not cured in full, including all other charges then owing, within thirty (30) days of the date of the Default Letter, or (ii) if the Owner has not entered into a payment plan with the Association, within thirty (30) days of the date of the Default Letter (as provided for in Paragraph 3 above), Management may, on behalf of the

Board, or the Board may, as soon as possible thereafter, refer the delinquency to a Debt Collection Agency. The Debt Collection Agency will have approximately ninety (90) days from referral to pursue collection of delinquent assessments or other amounts owing the Association. The Debt Collection Agency must forward all payments received from Owners directly to Management. If the referral to the Debt Collection Agency is unsuccessful at collecting the amounts due, the account will be transferred back to the Association and the Debt Collection Agency will cease all further collection efforts on said account on behalf of the Association.

10. Referral to Legal Counsel. In the event the Board has determined not to refer and account to a Debt Collection Agency, if the delinquency is not cured in full, including all other charges then owing, within thirty (30) days of the date of the Default Letter, or (ii) if the Owner has not entered into a payment plan with the Association, within thirty (30) days of the date of the Default Letter (as provided for in Paragraph 3 above), Management, on behalf of the Board, or the Board may, as soon as possible thereafter, refer the delinquency to the legal counsel for the Association for the legal action as required by this Assessment Collection and Payment Plan Policy. The Board or Management may refer the delinquency to legal counsel of the Association once the Debt Collection Agency has ceased collection efforts and the account has been transferred back to the Association. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the assessment obligation and may be collected as such as provided herein.

11. Legal Action. Legal counsel for the Association will take the following actions with regard to delinquencies referred to it:

- a. Alternative Collection Remedies. At each step in the collection process the Board, acting with input and recommendations from Management and counsel, will evaluate which remedy to pursue which appears to be in the best interest of the Association for recovery of unpaid assessments. Determination at one point to pursue one course of action will in no way limit or impair the right of the Association to initiate action in a different or supplemental direction, provided all procedures and steps called for by the Declaration, the Bylaws and this Assessment Collection and Payment Plan Policy are followed.
- b. Demand Letter. As the initial correspondence to a Delinquent Owner, counsel will send a demand letter (the "*Demand Letter*") to the Owner making formal demand for all outstanding assessments and related charges, adding to the charges the attorney's fees and costs incurred for counsel's services. The Demand Letter will require the Owner to pay in full all amounts demanded within thirty (30) days of the date of the Demand Letter. The Association may skip the Demand Letter process set forth in this subsection b, and proceed with collection procedures set forth below only to the extent allowed by law, and as may be determined from time to time by the Board of Directors.
- c. Notice of Lien. If a Delinquent Owner fails to pay the amounts demanded in the initial Demand Letter sent by counsel within thirty (30) days of the date of the Demand Letter, counsel will, upon direction from the Board and/or Management, order a search of the land records to determine a current ownership of the Lot on which the delinquency exists and cause to be prepared and executed,

and recorded in the Official Public Records of Denton County, a written notice of lien (referred to as the “*Notice of Lien*”) setting forth therein the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot covered by the lien. A copy of the Notice of Lien will be sent to the Owner contemporaneously with the filing of same with the County Clerk’s office, together with an additional demand for payment in full of all amounts then outstanding, within twenty (20) days of the date of the transmittal to the Owner of the Notice of Lien.

d. Inferior Lien

- (i) If there is subordinate Deed of Trust lien on the property of the Owner, then counsel will also:
 - (a) provide written notice of the total amount of the delinquency giving rise to the foreclosure to any other holder of a lien of record on the property whose lien is inferior or subordinate to the Association’s lien and is evidenced by a deed of trust; and
 - (b) provide the recipient of the notice an opportunity to cure the delinquency before the 61st day after the date the recipient receives the notice.

e. Judicial Foreclosure or Personal Judgment Suit. When the Board has directed that the collection action to be taken is a suit for personal judgment against the Owner and/or for foreclosure of the assessment lien, upon the expiration of the time period given in the demand letter accompanying the Notice of Lien, or the most recent demand for payment from counsel as the case may be, the continued delinquency of unpaid assessments owing will be reported to the Board by Management, together with all pertinent facts concerning the delinquency and the ramifications of the proposed foreclosure of the Lot. As soon as practical thereafter, the Board and/or Management will direct counsel to initiate legal proceedings in a court of competent jurisdiction seeking foreclosure of the assessment lien and/or recovery of a personal judgment against the Current Owner and, where different, the Delinquent Owner, or from the Current Owner only, for all amounts owing arising from the unpaid assessments and the collection thereof, including all attorney’s fees and costs.

f. Nonjudicial or Expedited Foreclosure Pursuant to TRCP 736. When the Board has directed that the collection action to be taken is nonjudicial or expedited foreclosure of the assessment lien, upon the expiration of the time period given in the demand letter accompanying the Notice of Lien, or the most recent demand for payment from counsel as the case may be, the continued delinquency of unpaid assessments owing will be reported to the Board by Management, together with all pertinent facts concerning the delinquency and the ramifications of the proposed foreclosure of the Lot. As soon as practical

thereafter, the Board and/or Management will direct counsel to initiate legal proceedings in a court of competent jurisdiction seeking an order granting the application for expedited foreclosure of the assessment lien pursuant to Texas Rules of Civil Procedure Rule 736 and 736.

12. 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 late charge, handling charge, finance charge, legal fee or any other applicable charge.

IT IS FURTHER RESOLVED that this Assessment Collection 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 its filing with the Office of the Denton County Clerk, and shall remain in force and effect until revoked, modified or amended by the Board.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on March 25, 2014, and has not been modified, rescinded or revoked.

DATE: March 25, 2014

Paige E. Whittington
Secretary