

AFTER RECORDING, PLEASE RETURN TO:

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

**THIRD SUPPLEMENTAL CERTIFICATE AND MEMORANDUM OF
RECORDING OF ASSOCIATION DOCUMENTS FOR THE
HOMEOWNERS ASSOCIATION OF FRISCO RANCH, INC.**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

The undersigned, as attorney for the 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 instruments 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 instruments attached hereto are true and correct copies of the following:

- (a) Resolution of the Homeowners Association of Frisco Ranch, Inc. Board of Directors Regarding Inspection of Books and Records (Exhibit "B-1"); and***
- (b) Resolution of the Homeowners Association of Frisco Ranch, Inc. Board of Directors Regarding Enforcement Policy for Violation of Governing Documents (Exhibit "B-2").***

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

IN WITNESS WHEREOF, the Homeowners Association of Frisco Ranch, Inc. has caused this Third Supplemental Certificate and Memorandum of Recording of Association Documents 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; and 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.

**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 Judd A. Austin, Jr., attorney for the 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 10th day of February, 2006.



Michelle L. Rutledge
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 85.02 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 00°54'08" a radius of 475.00 feet and a chord bearing South 25°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 274.86 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 $00^{\circ}32'40''$ a radius of 5025.00 feet and a chord bearing North $00^{\circ}35'43''$ East, for 47.75 feet and an arc distance of 47.75 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 50.14 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.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 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 518, 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°52'30" 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 9.70 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 105.00 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 105.00 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;

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 PMR/WHM 63.65 acres tract;

THENCE along the south line of said PMR/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°57'02" 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 PMR/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 00°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.

**RESOLUTION OF THE
HOMEOWNERS ASSOCIATION OF FRISCO RANCH, INC.
BOARD OF DIRECTORS
REGARDING
INSPECTION OF BOOKS AND RECORDS**

WHEREAS the Homeowners Association of Frisco Ranch, Inc., (Association) keeps correct and complete books and records of account and minutes of the proceedings of its members and Board of Directors (Board); and,

WHEREAS the members of the Association shall have the right, during reasonable business hours, to inspect the books and records of the Association; and,

WHEREAS it is desirable to impose certain reasonable restrictions on the process of record inspection and copying;

NOW THEREFORE BE IT RESOLVED that the following requirements are hereby established for the inspection of the books and records of the Association:

1. A request to inspect the books and records of the Association must be submitted in writing, to the Board and/or its duly authorized agent at least seventy-two (72) hours prior to the planned inspection. The Association's governing documents, its membership register, its books of account, and the minutes of the meetings of the members, the Board, and committees may be inspected.

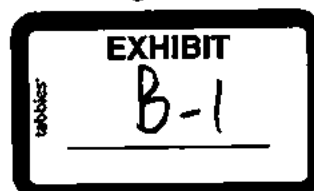
2. The request must include a purpose for the inspection that is reasonably related to the intent of the party requesting the inspection and must specify with some particularity which records are to be inspected, so that such records may be recovered in an orderly manner and assembled for inspection.

3. All records shall be inspected at the Association office or other such place as the Board may designate, between the hours of 10:00 AM. and 4:00 PM, Monday through Friday, except for holidays.

4. Persons requesting access to the books and records shall not disrupt the ordinary business activities of the Association office and/or the Association's managing agent during the course of inspection.

5. No original records may be removed from the premises without the express written consent of the Board.

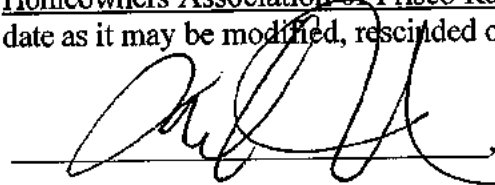
6. Certain records of the Association for prior years may be located at remote storage facilities. Persons requesting inspection of such records will be required to reimburse the Association its costs for the recovery and subsequent re-storage of these records.



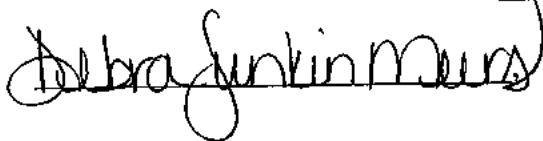
7. In the event the persons reviewing the records is desirous of making photocopies, such persons may either bring their own duplicating machine to the Association office or mark such documents that are to duplicated and copies will be furnished at cost of \$.15 per copy.

8. The Association is under no obligation to provide any additional information other than that which is required by law.

This is to certify that the foregoing resolution was adopted by the Board of Directors of Homeowners Association of Frisco Ranch, Inc., effective as of 1-15-06 until such date as it may be modified, rescinded or revoked.



President



Secretary

**RESOLUTION OF THE
HOMEOWNERS ASSOCIATION OF FRISCO RANCH, INC.
BOARD OF DIRECTORS
REGARDING ENFORCEMENT POLICY
FOR VIOLATION OF GOVERNING DOCUMENTS**

WHEREAS, the Homeowners Association of Frisco Ranch, Inc., (Association) has authority pursuant to its Declaration of Covenants, Conditions and Restrictions for Frisco Ranch and By-Laws of the Homeowners Association of Frisco Ranch, Inc. (Governing Documents) to determine, in its reasonable discretion, the manner of remedy for violations of the provisions of the Governing Documents as set forth in the Declaration of Covenants, Conditions and Restrictions for Frisco Ranch and By-Laws of the Homeowners Association of Frisco Ranch, Inc.; and,

WHEREAS, the Board of Directors of the Association (Board) finds there is a need to establish procedures for the enforcement of the Governing Documents and for the elimination of violations which may be found to exist within the Association;

NOW THEREFORE BE IT RESOLVED, that the following procedures and practices are established for the enforcement of violations of the Governing Documents and for the elimination of violations of such provisions found to exist in, on or about any property within the Association, and the same are to be known as the "Governing Document Enforcement Policy" (Policy) of the Association:

1. Establishment of a Violation.

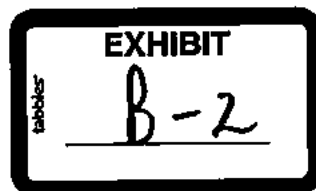
- a. Architectural. Any improvement of any kind or nature erected, placed or altered on any Lot which has not been first approved by the Board or governing Architectural Review Committee (ARC) or which does not in all respects conform to the Architectural Guidelines or Governing Documents is deemed a "Violation" under this Policy for all purposes.
- b. Use Restrictions. Any activity or condition allowed to continue on any Lot that is in direct opposition to the Governing Documents which is not expressly authorized by the Board is deemed a "Violation" under this Policy for all purposes.

2. Notice of Violation.

- a. Initial Notice. Upon verification of the existence of a Violation, the management staff (Management) will send the Member a written notice of the discovery of the Violation (Initial Notice). The Initial Notice will inform the recipient as follows:

- (i) The nature, description and location of the

Violation; and



- (ii) A request to remedy the Violation; and
 - (iii) Notice that if the Violation has already been corrected or plans and specifications for the subject improvement have been submitted to the Board or ARC to disregard the notice.
- b. Second Notice of Violation. If the Member (i) fails to remedy the Violation or (ii) fails to submit plans and specifications for the offending improvement to the Board or ARC (if such plans and specifications are required), or (iii) is denied approval of the plans and specifications submitted by the Member, and the violation is continuing, no earlier than ten (10) days from the Initial Notice, Management shall send the Member a Second Notice of Violation informing the recipient as follows:
 - (i) The nature, description and location of the Violation and the failure of the Member to correct the Violation, as previously requested; and
 - (ii) Notice that if the Violation is corrected or eliminated within ten (10) days from the delivery of the Second Notice of Violation, no further action will be taken; and
 - (iii) If necessary, work on any improvement must cease immediately and may not resume without the expressed written approval of the Board or ARC; and
 - (iv) Failure to remedy or cease work on any subject improvement will result in the Association electing to pursue any one or more of the remedies available to the Association under the Governing Documents or this Policy.
- c. Failure to Remedy. Failure to (i) cease all work immediately upon receipt of the Second Notice of Violation, or (ii) remedy the current violation existing upon the Lot within ten (10) days of the date of the Second Notice of Violation, shall constitute a continuing Violation and result in one or more of the following: (a) a fine being levied by the Association against the Member, (b) correction of the offending improvement by the Association at the expense of the Member through a Special Assessment being levied against the Member, which may be recorded as a lien against the Unit, as allowed or (c) any other remedy under law or at equity, the Governing Documents or this Policy, including but not limited to injunctive relief. Management shall send to the Member a formal Notice of Fine informing the recipient of the continuing Violation and the remedy chosen as a result thereof. The date of the Notice of Fine shall be the "Notice of Fine Date."
- d. Fine Structure. Any fine imposed pursuant to this Policy shall be imposed at the rate of \$ 50.00 every ten (10) days beginning to accrue no earlier than ten (10) days following the Notice of Fine date.

- e. Hearing. Included in the Notice of Fine will be the opportunity for the Member to request and be granted a hearing by the appropriate Committee or the Board prior to any fine or Special Assessment being levied upon the Member. The Notice of Fine will allow the Member thirty (30) days after the date of the notice to contact Management, in writing, to request a hearing upon the issue of the continuing Violation. Should the Member fail to contact Management within thirty (30) days of the Notice of Fine Date, that party will have waived its opportunity for a hearing. If the violation is abated within the time period set forth in the written notice, the Association shall suspend the proposed action unless a similar violation occurs within six (6) months from the date of the written notice.

3. Corrective Action. Where a Violation is determined to exist and referred to the Board, pursuant to any provision of this Policy, Management, with the approval of the Board, may undertake to cause the Violation to be corrected, removed or otherwise abated by qualified contractors if Management, in its reasonable judgment, determines the Violation may be readily corrected, removed or abated without undue expense and without breach of the peace. Where Management decides to initiate any action by qualified contractors, the following will apply:

- a. Management must give the Member and any third party directly affected by the proposed action prior written notice of undertaking of the action. The forgoing notice may be given at any time.
- b. Cost incurred in correcting or eliminating the Violation will be referred to the Association to be recovered from the Member as a Special Assessment.
- c. The Association, and its agents and contractors will not be liable to the Member or any third party for any damages or costs alleged to arise by virtue of action taken under this Policy where the Association and its agents have acted reasonably and in conformity with this Policy.

4. Referral to Legal Counsel. Where a Violation is determined to exist and is referred to the Board pursuant to any of the provisions of this Policy and where Management deems it to be in the best interests of the Association, the Board may, at any time during the enforcement process, refer the Violation to legal counsel for action seeking injunctive relief against the Member to correct or otherwise abate the Violation, or to pursue any other legal or equitable remedy that may be available to the Association.

5. Notices.

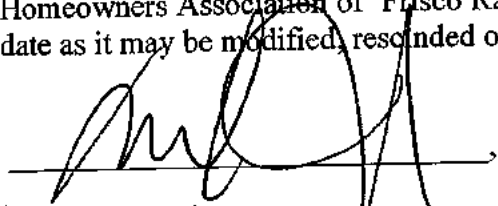
- a. Any notice required by this Policy to be given, sent, delivered or received in writing will be deemed to have been given, sent, delivered or received as of the date the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and

addressed to the most recent address of the recipient according to the records of the Association or the date such notice is hand delivered to the Member.

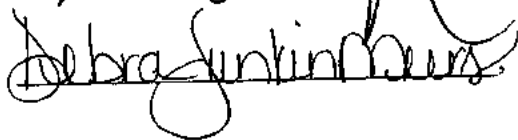
- b. Where the interests of a Member are handled by a representative or agent of such Member, any notice or communication from the Association or Management pursuant to this Policy will be deemed full and effective for all purposes if given to such representative or agent.

6. Cure of Violation During Enforcement. A Member may correct or eliminate a Violation at any time during the execution of any procedure prescribed by this Policy. Upon verification by Management that the Violation has been corrected or eliminated, the Violation will be deemed no longer to exist. The Member will remain liable for all costs and fines under this Policy, which costs and fines, if not paid upon demand, will be referred to the Association for collection as a Special Assessment upon the Member's property.

This is to certify that the foregoing resolution was adopted by the Board of Directors of the Homeowners Association of Frisco Ranch, Inc., effective as of 1-13-06 until such date as it may be modified, rescinded or revoked.



President



Secretary

Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202



70 2006 00016940

Instrument Number: 2006-16940

As

Recorded On: February 13, 2006

Memorandum

Parties: HOMEOWNERS ASSOCIATION OF FRISCO RANCH INC

Billable Pages: 15

To

Number of Pages: 15

Comment:

**** Examined and Charged as Follows: ****

Memorandum	72.00
Total Recording:	72.00

***** 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.

File Information:

Document Number: 2006-16940
Receipt Number: 264429
Recorded Date/Time: February 13, 2006 03:30P

Record and Return To:

HENRY ODDO AUSTIN & FLETCHER
1700 PACIFIC AVENUE SUITE 2700
DALLAS TX 75201

User / Station: P Sallee - Cash Station 4



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